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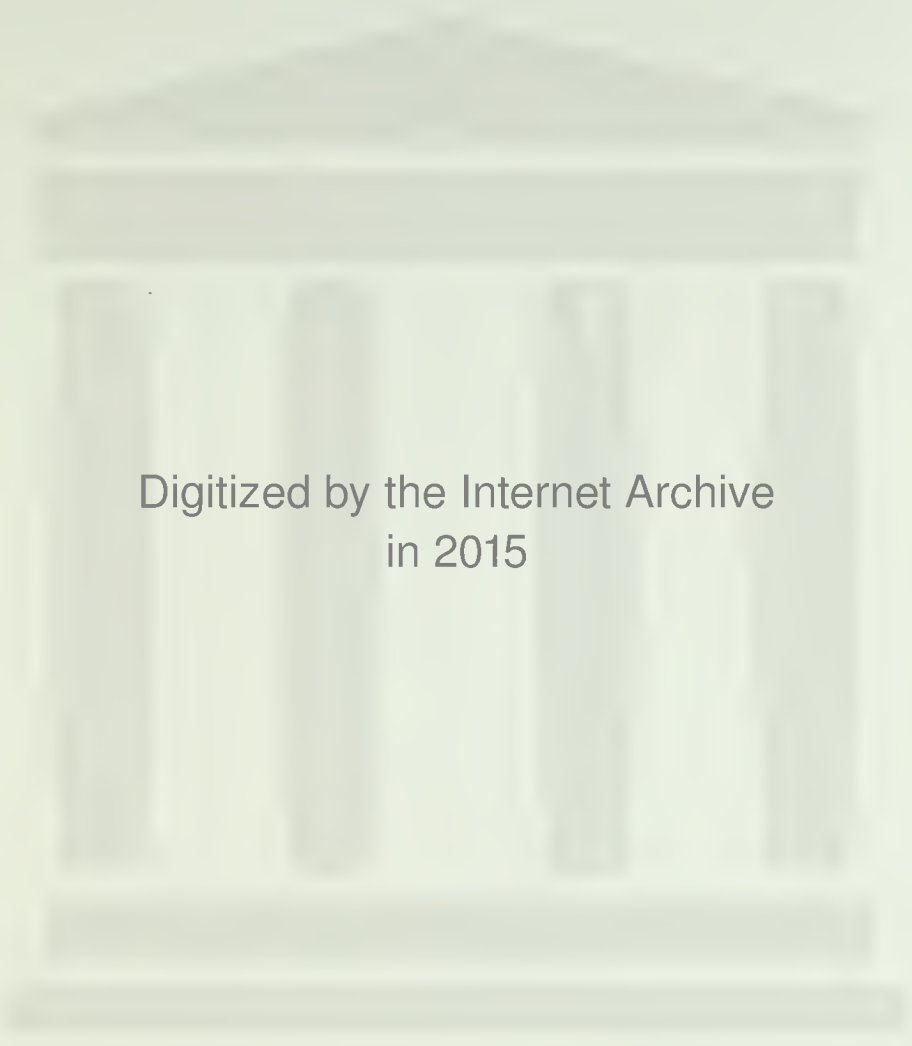

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HI-76-139-25
10/22/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Members of the Board of Public Works and Safety of the City of Fort Wayne, Indiana (Board), and do hereby pass the following resolutions at a meeting of the Board held this 22nd day of October, 1986.

BE IT RESOLVED, that the Board does hereby ratify, authorize and approve the transfer of the real estate noted on the attached Exhibit "A", made a part hereof, to the Fort Wayne Redevelopment Commission; and

BE IT FURTHER RESOLVED, that the Mayor and all of the Board Members are hereby empowered and authorized to execute all documents making such conveyance.

IN WITNESS WHEREOF, these Resolutions have been passed this 22nd day of October, 1986.

BOARD OF PUBLIC WORKS AND SAFETY

James Haley
Director of Public Works

Cosette R. Simon
Director of Administration and Finance

Lawrence D. Consalvos
Director of Public Safety

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk to the
Board of Public Works and Safety

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, City Clerk

(SEAL)

1

SPECIAL MUNICIPAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the City of Fort Wayne, an Indiana Municipal Corporation, of Allen County, State of Indiana, does hereby convey and specially warrant to the City of Fort Wayne for the use and benefit of its Department of Redevelopment, of Allen County, Indiana, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to-wit:

Lots #64 and #65 together with the vacated 10 foot alley between said lots and part of Lot #66 all in the Final Plat of the County Addition an Addition to the Town (now City) of Fort Wayne as recorded in Plat Book 0 page 3.

ALSO Lot #272 and part of Lot #1 together with the vacated 10 foot alley between said lots all in the Final Plat of Samuel Hanna's First Addition to the Town (now City) of Fort Wayne, Indiana and more particularly described as follows, to-wit:

BEGINNING at the Northeast corner of Lot #64 in the County Addition said point marked by the center of a wrought iron fence post set in a concrete wall; thence West along the North line of Lots #64, 65 and 66 also being the South right of way line of Berry Street a distance of 180.6 feet to an iron pin set, said point being the Northeast corner of a dedicated alley as recorded in Document Number 84-020566; thence South along the East line of said Alley Dedication a distance of 130.0 feet to an iron pin set; thence Southeasterly continuing along an Easterly line of said alley a distance of 32.01 feet to an iron pin set on the South line of Lot #1 in Samuel Hanna's First Addition, said point located 74.4 feet East of the Southwest corner of said Lot #1; thence East along the South line of Lot #1 and Lot #272 in said Samuel Hanna's First Addition a distance of 155.85 feet measured to an iron pin found, said point being the Southeast corner of said Lot #272; thence North along the East line of said Lot #272 and the East line of said Lot #64 in the County Addition a distance of 150.0 feet to the point of beginning, containing 0.62 acres of land more or less.

Subject to all easements and rights of way, visible and recorded, restrictions and covenants of record and applicable zoning laws.

Grantor herein certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this deed.

Dated this 22nd day of October, 1986.

THE CITY OF FORT WAYNE

BY: _____
Winfield C. Moses, Jr.,
its Mayor

ATTEST:

_____
Sandra E. Kennedy, City Clerk

(SEAL)

1

BOARD OF PUBLIC WORKS AND SAFETY

BY: H. James Haley
H. James Haley
Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon
Director of Administration and Financ

BY: _____
Lawrence D. Consalvos
Director of Public Safety

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of October, 1986, personally appeared Winfield C. Moses, Jr., and Sandra E. Kennedy, the Mayor and the City Clerk, respectively, of the City of Fort Wayne, and H. James Haley, Cosette R. Simon, and Lawrence D. Consalvos, Director of Public Works, Director of Administration and Finance, and Director of Public Safety, respectively, of the Board of Public Works and Safety to the City of Fort Wayne, Grantor in the above conveyance, and acknowledged the execution of the foregoing Special Municipal Warranty Deed to be their voluntary act and deed, for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Helen V. Gochenour
Notary Public
Resident of Allen County, Indiana

My Commission Expires:

HELEN V. GOCHENOUR
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 22, 1987
ISSUED THRU INDIANA NOTARY ASSOC.

This Instrument Prepared By: John J. Wernet, Attorney At Law.

HI 76-135-24
10/22/86

2

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana and does hereby pass and adopt the following Resolutions, this 22nd day of October, 1986.

WHEREAS, Saint Joseph's Hospital of Fort Wayne, Inc., is in the process of obtaining a partial vacation of Berry Street from Van Buren Street on the west, to Broadway on the east; and

WHEREAS, such partial vacation has been approved by the City Plan Commission subject to an Agreement being entered into by and between St. Joseph's Hospital of Fort Wayne, Inc. and the City of Fort Wayne, regarding the partial vacation and use and enjoyment of the vacated property.

BE IT RESOLVED, that the Agreement attached hereto, as a part hereof as Exhibit A, by and between the City and St. Joseph's Hospital, Inc., d/b/a, St. Joseph Medical Center of Fort Wayne, is hereby approved and ratified in all respects; and

BE IT FURTHER RESOLVED, that the members of the Board of Public Works and Safety are hereby authorized and empowered to execute such Agreement on behalf of the City.

IN WITNESS WHEREOF, these Resolutions have been passed the day, month and year first above written.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

BY: _____
Lawrence D. Consalvos, Director of Public Safety

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: H. James Haley
H. James Haley, Acting Director of Public Works

HI 76-139-24
10/22/86

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 1986, by and between the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS AND SAFETY ("City"), and ST. JOSEPH'S HOSPITAL OF FORT WAYNE, INC., d/b/a ST. JOSEPH MEDICAL CENTER OF FORT WAYNE ("Medical Center"),

W I T N E S S E T H :

WHEREAS, the Medical Center has requested that the City vacate a portion of Berry Street, bounded on the east by Broadway Street and bounded on the west by Van Buren Street ("Property"); and

WHEREAS, vacation approval has been granted or will be granted, subject to the City and the Medical Center entering into an agreement, with respect to the closure of the Property; the construction of improvements thereon; and other conditions regarding same; and

WHEREAS, the parties desire to enter into this Agreement to clarify and memorialize the understanding between them respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Once the vacation request, as made by the Medical Center has been approved, that portion of Berry Street bounded by Broadway Street on the east and Van Buren Street on the west, as so indicated in the Petition for Vacation, shall be closed subject to the terms and conditions of this Agreement. That is, even though the appropriate portion of Berry Street (Property) shall be deemed to be vacated, such vacation and the Medical Center's right with respect to such Property, shall be subject to all of the provisions hereof.

2. The Medical Center is authorized to make improvements consistent with those as indicated on the attached Exhibit "A", made a part hereof. The cost of such improvements and the maintenance of same shall be the sole responsibility of the Medical Center. The Medical Center does hereby agree to indemnify and hold harmless the City and all of its employees, departments, boards and commissions, from and against any liability of any kind or character, including but not limited to injury to person, damage to property and attorneys' fees, occasioned by or resulting from the construction and maintenance of the improvements and the use of the Property. The Medical Center shall maintain general liability insurance in the primary amount of not less than One Million Dollars ($1,000,000.00). The City may request, from time to time, certificates of insurance evidencing such coverage.

3. The closed portion of Berry Street shall be closed to the public, as a vacated street, for a period of twenty-five (25) years from the date the vacation petition has received final legal approval. Upon the expiration of the twenty-five (25) years, all rights to the street shall revert to the City and the street may be opened if the City so desires. In addition, the City may terminate the closure within the twenty-five (25) years, if same is determined to be in the City's best interest. If such earlier termination occurs, the City shall reimburse the Medical Center for improvements made, with the City's payment being in the first year (if a termination is made in the first year) of One Hundred Fifty Thousand and no/100 Dollars ($150,000.00). The reimbursement shall be reduced by Six Thousand and no/100 Dollars ($6,000.00) each year that the Agreement is not terminated. Thus and by way of example, if the Agreement is terminated after five (5) years, the City's payment to the Medical Center would be One Hundred Twenty Thousand and no/100 Dollars ($120,000.00).

4. The Medical Center's use of the Property and the closure of that portion of Berry Street shall not limit City emergency and other emergency vehicle access to the Medical

Center and any other contiguous facility of the Medical Center, in the event of an emergency at the Medical Center or such contiguous facility of the Medical Center.

5. The Medical Center shall provide all necessary utility easements, including a pedestrian easement and, utility access shall be unencumbered.

6. This Agreement shall be subject to the laws of the State of Indiana and shall be binding upon all successors and assigns.

IN WITNESS WHEREOF, this Agreement has been signed the day, month and year first above written.

CITY OF FORT WAYNE, INDIANA
by its BOARD OF PUBLIC WORKS
AND SAFETY

BY: _____

BY: _____

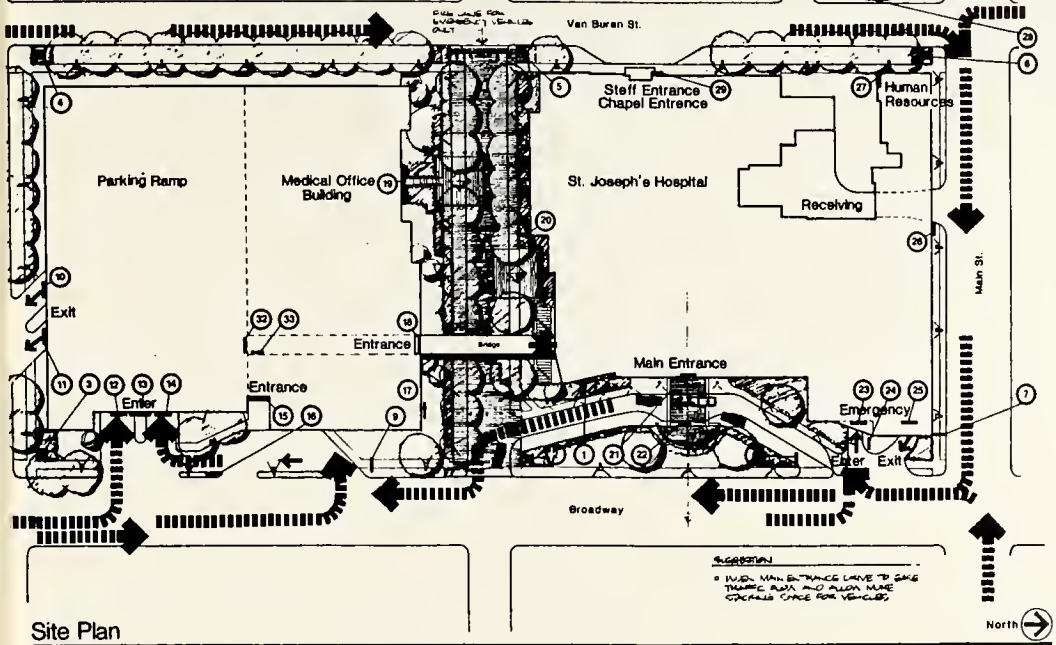
BY: _____

ST. JOSEPH'S HOSPITAL OF FORT
WAYNE INC., d/b/a ST. JOSEPH
MEDICAL CENTER OF FORT WAYNE

BY: _____
Stanley A. Abramowski, Jr.,
Executive Director

pedestrian mall concept:

- CLOSE (BUT DOES NOT BLOCK) STREET TO VEHICULAR TRAFFIC TO CREATE A PEDESTRIAN MALL ALONG THE PARKING RAMP ALL VEHICULAR TRAFFIC TO BE MOVED TO AT THE GROUND LEVEL.
- A MALL CAN ALLOW A WIDE VARIETY OF PEDESTRIAN MOVEMENT AT GRADE AND PARALLEL
  - SPACE FOR OUTDOOR EVENTS SPONSORED BY THE HOSPITAL AND COMMUNITY
  - SPACE FOR HOSPITAL EMPLOYEES, PATIENTS, VISITORS ALL LEISURE TO MEET FOR LUNCHES, REST AND ALL CONVERSATION
  - DIRECTIONAL ORIENTATION TO MEDICAL FUNCTION.
  - A SAFE WELL LIGHTED CONNECTION TO THE HOSPITAL
  - A REAL RUN TO THE HOSPITAL GROUNDS. A TREE LINED PATH WITH BENCHES, PLANTERS, ART AND OTHER DESIRABLE AMENITIES. IT WILL BE VIEWED FROM THE HOSPITAL, MEDICAL OFFICE BUILDING, SIDEWALK AND ADJACENT STREET.
- THE MALL AREA TO BE PAVED ALLOWING A FIRE LANE FOR EMERGENCY ACCESS.
- MATERIALS AND AMENITIES FROM THE MALL CAN BE USED THROUGHOUT THE HOSPITAL BUILDING COMPLEX.



Site Plan

3/64 = 1'-0"

HI 76-138-23
10/22/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Members of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and do hereby pass and adopt the following Resolutions this 22nd day of October, 1986.

BE IT RESOLVED, that the proposed Agreement, by and between the City of Fort Wayne, Indiana, and the Fort Wayne-Allen County Airport Authority, as attached hereto as a part hereof as Exhibit "A", is hereby ratified and approved in all respects; and

BE IT FURTHER RESOLVED, that the Members of the Board of Public Works and Safety are hereby empowered and authorized to execute such Agreement, on behalf of the City of Fort Wayne.

IN WITNESS WHEREOF, these Resolutions have been passed the day, month and year first-above written.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

BY: _____
Lawrence D. Consalvos, Director of Public Safety

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: H. James Haley
H. James Haley, Acting Director of Public Works

HI 76-138-23
10/22/86

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 1986, by and between the FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY ("Authority") and the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works and Safety ("City").

W I T N E S S E T H:

WHEREAS, the Baer Field Municipal Airport and Smith Field were, until July 1, 1985, under the control and direction of the City;

WHEREAS, such control of Baer Field Municipal Airport and Smith Field were statutorily transferred to the Authority July 1, 1985;

WHEREAS, the City and the Authority have provided to each other certain services and benefits and, thus, the City owes the Authority certain monies and conversely the Authority owes the City certain monies; and

WHEREAS, the parties desire to settle all disputes and questions that exist between them and, thus, the parties are desirous of entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The parties do hereby release and discharge the other from and against any claims that either party may have against the other, including but not limited to: The payment of any monies; any debts; the performance of any act, except as herein provided; and the transfer of any properties, real or personal. It is agreed that upon execution hereof, neither party hereto shall have a claim against the other, past, present, future, known or unknown, contingent or otherwise, except for the provisions of this Agreement. It is specifically agreed and understood that neither party owes any sums of money or other consideration to the other, except as referenced in this Agreement.

2. As additional consideration to enter into this transaction, the City does agree to pay for the construction of a new twenty-seven inch (27") storm sewer, to be so constructed at an approximate cost of Seventy Thousand Dollars ($70,000.00), along the route identified on the attached Exhibit "A", made a part hereof. Such construction shall be in accordance with the plans and specifications as developed by the City. The City agrees to accept the new storm sewer, as constructed, as its own system and facility and further agrees to maintain that system and perpetuity for the benefit of the Authority. The City shall cause the supervision of the construction and installation of the new storm sewer to ensure that construction is performed in accordance with the appropriate plans and specifications. The City further agrees that it will maintain

the easement within which the storm sewer will be constructed and that the Authority will not be assessed any fees, assessments or charges regarding the use or existence of the new storm sewer. Provided, however, that the City shall not be precluded from charging or assessing other users for hook-ups, taps and use. All hook-ups and taps of existing users (exluding the Authority) and/or future users shall be the responsibility of the City. The Authority shall grant and convey unto the City an appropriate easement along, upon, under and over the Authority's property to allow for the construction, use and maintenance of the new storm sewer herein referenced. Further, the City agrees to take such appropriate action as the City deems necessary, to abandon and decommission the existing storm sewer.

3. This Agreement shall be construed in accordance with the laws of the State of indiana and shall be binding upon the successors and assigns of the parties hereto provided, however, that the City shall have no obligation hereunder to any successor in interest of Airport property that is not governmental in nature.

IN WITNESS WHEREOF, this Agreement has been signed the day, month and year first-above written.

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

BY: _____

CITY OF FORT WAYNE, INDIANA
by its BOARD OF PUBLIC WORKS
AND SAFETY

BY: _____
Cosette R. Simon, Director
of Administration & Finance

BY: _____

BY: _____
Lawrence D. Consalvos,
Director of Public Safety

BY: _____
H. James Haley, Acting
Director of Public Works

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HT 76-138-21
10/22/84

IMPROVEMENT RESOLUTION

FOR DEMOLITION

NO. 6063-1984

RESOLVED BY THE BOARD OF PUBLIC WORKS & SAFETY OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to demolish buildings, structures and clearing site located at 2000 S. Lafayette, known as "Hanna School Building" more particularly located on Lots 212, 213, 214, 246 and the North 3 feet of Lot 247, in Hamilton's Fourth Addition to the City of Fort Wayne, According to the recorded plat thereof.

All in accordance with the profile, detail-drawing and specifications which will be on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne from Neighborhood Improvement Bond I.

Adopted this 22nd day of October

ATTEST: Helen V. Goodenow
Secretary and Clerk

BOARD OF PUBLIC WORKS

James Haley

Betty K. Smith

HI 76-138-20
10/22/86

IMPROVEMENT RESOLUTION
FOR STREET OR ALLEY
NO. 6062-86 1986 ASPHALT RESURFACING PROGRAM FOURTH PACKAGE

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

LUTHER STREET: From the east curb line of Anthony Blvd. to the west curb line of Grant Avenue.

LIBERTY STREET: From the west curb line of Harmar Street to the west curb line of Coombs Street.

LEXINGTON COURT: From the east curb line of Calhoun Street to the west curb line of Clinton Street.

Phase I BRANNING AVENUE: From the east curb line of Calhoun Street to the west curb line of Clinton Street.

ROY STREET: From the northeast curb line of Wayne Trace to the southeast curb line of Schele Avenue.

PLAZA DRIVE: From the north curb line of Colerick Street to the north curb line of Oxford Street.

OWAISSA WAY: From the south pavement line of Nuttman Avenue to the north curb line of Wawonaissa Trail.

INDIAN HILLS DRIVE: From the south curb line of Ojibway Trail to the north pavement line of Engle Road.

OJIBWAY TRAIL: From the west curb of Wawonaissa Trail to the east property line of Enola Court.

MOUND PASS: From the south curb line of Ojibway Trail to the north pavement line of Engle Road.

ch RAYMOND STREET: From the south curb line of Schele Avenue to the northwest curb line of Roy Street.

MAPLEWOOD ROAD: From a point 100 ft. west of Wohama Drive to a point 40 ft. west of Pinedale Drive.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 22nd day of October, 1986.

BOARD OF PUBLIC WORKS & SAFETY

James Hall

Victor R. Simmons

ATTEST: Helen D. Goldsmith
Secretary and Clerk

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HL 76-138-17
10/22/86

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate, this 22nd day of October, 1986, by and between Zohrab K. Tazian and Naomi C. Tazian, husband and wife, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY" WITNESSTH, THAT:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

SEE EXHIBIT "A" ATTACHED

in accordance with plans, specifications, and profiles heretofore submitted to and approved by "CITY" and now on file in the Office of Chief Engineer to the Water Pollution Control Engineering Department of "CITY" and known as Windsor Woods, Section III sewer, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land areas, and;

WHEREAS, the cost of construction of said sewer is represented to be $57,740.00 composed of $52,940.00 for construction costs, $3,000.00 for engineering services, and $1,800.00 for City Engineering and Inspection fees.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith.

Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY" and all further maintenance thereafter shall be borne by "CITY".

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and, to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate:

Part of the East Half of the Fractional Southwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, more paricularly described as follows, to wit:

Beginning on the East line of said Fractional Southwest Quarter at a point situated 776.29 feet, S 01°-08'-30" E (deed bearing and is used as the basis for the bearings in this description) from the Northeast corner of said Fractional Southwest Quarter; thence S 01°-08'-30" E, on and along said East line, a distance of 693.66 feet to a North corner of Windsor Woods, Section I, the plat of which is recorded in Plat Book 42, pages 135-139 in the Office of the Recorder of Allen County, Indiana; thence N 75°-00' W, on and along a Northerly line of said Windsor Woods, Section I, a distance of 354.6 feet to the most Northerly corner thereof, being a point on the Southeasterly line of Windsor Woods, Section II, the plat of which is recorded in Plat Book 47, pages 91-93 in the Office of said Recorder; thence N 42°-00' E, on and along said Southeasterly line, a distance of 134.3 feet to the most Easterly corner of said Windsor Woods, Section II; thence N 57°-30' W, on and along the Northeasterly line of said Windsor Woods, Section II, a distance of 92.56 feet to the most Northerly corner thereof; thence S 76°-15' W, on and along the Northerly line of said Windsor Woods, Section II, a distance of 383.34 feet; thence S 77°-56'-40" W, continuing along said Northerly line, a distance of 141.67 feet; thence S 01°-07' E, continuing along said Northerly line, a distance of 50.0 feet; thence N 77°-34' W, continuing along said Northerly line, a distance of 85.0 feet to a Northwest corner of said Windsor Woods, Section II; thence S 89°-59' W, a distance of 355.0 feet to a point on the East right-of-way line of Lima Road (State Road #3) as it presently exists; thence N 01°-07' W, on and along said East right-of-way line, a distance of 659.53 feet; thence N 10°-44 -35' E, continuing along said East right-of-way line, a distance of 102.18 feet; thence N 01°-07' W, continuing along said

East right-of-way line, a distance of 30.0 feet; thence S 84°-00' E, a distance of 650.0 feet; thence N 11°-30' E, a distance of 105.0 feet; thence S 82 -30' E, a distance of 305.85 feet; thence S 04°-30' W, a distance of 40.0 feet; thence S 74°-30' E, a distance of 125.0 feet; thence S 52°-30' E, a distance of 105.0 feet; thence S 64° -00' E, a distance of 97.89 feet to the point of beginning, containing 21.170 acres of land, subject to all easements of record.

AS "OWNER" will pay for the cost of construction of said sewer as it pertains to the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in inspection fees and monthly sewage treatment charges as are customarily charged by the "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE (Oversizing, etc., cost of existing sewage works).

An area connection charge of $700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing costs expended by "CITY" for sewer line (s) known as St. Joseph Service Area Resolution No. 74-22-04.

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25% the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OR RIGHT OF REMONSTRATE AGAINST ANNEXATION

"OWNER" for himself, herself, his/her successors in title

and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him/her as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. In future consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, herself, his/her successors and assigns, agree by this contract to vest in "CITY" the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein. "OWNER" further agrees that any deeds, contracts, other intruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER" his/her successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title. "OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Board of Public Works and Safety of the City of Fort Wayne as hereinafter provided. Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his/her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY"

of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER/OWNER

Zohrab K. Tazian

Naomi C. Tazian

"CITY"

Win Moses, Jr., Mayor

Board of Public Works & Safety

H. James Haley, Acting Director of Board of Public Works

Cosette R. Simon, Director of Adminstration and Finance

Lawrence D. Consalvos, Director of Public Safety

ATTEST: Helen Gochenour
Helen Gochenour, Clerk

APPROVED as to form and legality:

Richard I. Snouffer, Associate City Attorney
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Zohrab K. Tazian and Naomi C. Tazian, husband and wife, who acknowledged the execution of the foregoing agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of October, 1986.

Deanna Faust -Notary Public
Resident of Allen County

My Commission Expires: 10-11-89

This instrument prepared by
Zohrab K. Tazian
345 W. Wayne St., Suite 202
Fort Wayne, IN 46802

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, H. James Haley, Cosette R. Simon, and Lawrence D. Consalvos, as the Board of Public Works and Safety of the City of Fort Wayne, Indiana and acknowledged the execution of the foregoing agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 22nd day of October 1986.

Helen V. Gochenour
Notary Public
Resident of Allen County

My Commission Expires:
HELEN V. GOCHENOUR
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO
MY COMMISSION EXPIRES JUNE 22, 1987
ISSUED THRU INDIANA NOTARY ASSOC.

This instrument prepared by
Zohrab K. Tazian
345 W. Wayne St., Suite 202
Fort Wayne, IN 46802

SANITARY SEWER

EXHIBIT A

LATERAL SS 1

Beginning at an existing sanitary sewer manhole located in the Southeast corner of proposed plat of Windsor Woods, Section III; thence North along the East property line 100 feet to a proposed manhole thence Northwesterly along the common Lot line of Lots #92 and Lot #93 of said addition 190 ± L.F. to a proposed manhole thence Northwesterly along the East right-of-way of Calvent Court 310 ± L.F. terminating at proposed M H. located near the Southeast corner of Lot #48 of said Addition.

LATERAL SS 2

Beginning at an existing sanitary sewer manhole located 10± L.F. South of and 5 ± L.F. East of the Northwest corner of Lot #73 of Windsor Woods, Section II; thence North along the East property line of Windsor Woods Blvd. 160 ± L.F. to a proposed manhole located 25 ± L.F. North of and 25 ± L.F. East of the center line intersection of Windsor Woods Blvd. and Coronado Court; thence West 50 feet to a proposed manhole thence North along the West right-of-way of said Windsor Woods Blvd. 110 ± L.F. thence Northwesterly along the South property line of Lot #11c 10 ± L.F. to a proposed manhole thence along the West property line of said Lot #11c a distance of 180 L. F. to a proposed manhole located near the southwest corner of Lot #104 of said plat; thence Westerly along the North right-of-way of Willistead Place, 380 ± L.F. termination at a proposed manhole near the northeast corner of Lot #110 of said addition.

LATERAL SS 3

Beginning at a proposed manhole located 25± L.F. west of and 25± L.F. north of the centerline of Windsor Woods Blvd. and Coronado Court; thence Westerly 420± L.F. termination at a proposed manhole located near the south corner of Lot #121 of said addition.

LATERAL SS 4

Beginning at a proposed manhole located on the North right-of-way line of Willistead Place 60± L.F. west of the southwest corner of Lot #103 of said addition; thence East 60± L.F. termination at a proposed cleanout located near the southwest corner of said Lot #103.

LATERAL SS 5

Beginning at the existing sanitary sewer manhole located 111± L.F. west of the southwest corner of Lot #100 of said addition; thence east along the common lot line of Lot #100 and Lot #101 270± L.F. to the east side of the Windsor Woods

Blvd. right-of-way 80± L.F. south of the northwest corner of Lot #99 of said addition; thence North 90± L.F. terminating at a proposed bulkhead located near the Northwest corner of said Lot #99.

LATERAL NO. 6

Beginning at a proposed sanitary sewer manhole located on the east right-of-way of Windsor Woods Blvd. located 40± L.F. south of the southwest corner of Lot #85; thence north along the said east right-of-way 45± L.F. terminating at a proposed cleanout near said southwest corner of Lot #85.

HI 76-138-13 10/22/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY

OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana ("Board") and resolves as follows:

BE IT RESOLVED, that authority and approval is hereby given for the City of Fort Wayne, Indiana, by and through its Board, to convey to Fort Wayne Habitat for Humanity, Inc., an Indiana Not-For-Profit Corporation, the following described real estate as owned by the City and located in Allen County, Indiana, to-wit:

The West 90' of N 61.5' of Lot #1, Anthony Hiblers Addition to the City of Fort Wayne;

BE IT FURTHER RESOLVED, that such transfer as herein authorized, is an exempted transfer as referenced at I.C. 36-1-11, et seq; and

BE IT FURTHER RESOLVED, that the members of the Board of Public Works and Safety are hereby authorized and empowered to execute all documents conveying such property to the Transferee herein noted.

IN WITNESS WHEREOF, these Resolutions have been passed this 22nd day of October, 1986.

BOARD OF PUBLIC WORKS AND SAFETY

BY: H. James Haley
H. James Haley, Acting Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: _____
Lawrence D. Consalvos, Director
of Public Safety

9

Agreement

HI

CONTRACT NUMBER 76-138-12

This agreement, made and entered into this 22nd day of October, 1986, by and between J. L. Jaxion & B. R. Becker, herein after called Contributor, and the Fort Wayne Electric Utility of the City of Fort Wayne, Indiana, by and through the Mayor, and the Board of Public Works and Safety of said City, herein after called Utility, Witnesseth:

That the said Contributor and the said Utility for the considerations hereing after named, agree as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct a street lighting system including all necessary controls and connections to the electrical distribution system provided by the Indiana and Michigan Electric Company to serve Versailles Village Place as follows:

   Beginning at the west right of way line of Harris Road and preceeding in a westerly direction within the public right of way of Versailles Village Place to its western terminus and connected to a point of electrical distribution to be provided by Indiana and Michigan Electric Company.

Said street lighting system to include: Seven (7) aluminum light standards with 150 watt, 120 volt, high pressure sodium luminaires and all related wiring.

2. The total cost for the labor and materials provided by the Utility for the installation of this street lighting system shall be paid for by the Contributor and all payments shall become due upon completion and acceptance of said lighting system.

3. That said street lighting system shall be constructed according to the standards, plans, and specifications of the Utility of approved by the Utility, which are on file in the office of the Engineering Department of the Utility, and by reference made a part hereof; and the said Utility shall furnish current through said system when completed, in accordance with the rules and regulations of said Utility and the laws, ordinances and regulations applicable thereto, now in force, or that may herein after be adopted.

It is, however, understood and agreed that the Utility will not furnish current through any part or parts of the street lighting conductor covered hereunder unless and until the entire system shall have been tested and accepted by said Utility.

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Adopted, this 22nd day of October 1986.

BOARD OF PUBLIC WORKS & SAFETY

H. James Haley, Acting Director
of Public Works

Cosette R. Simon, Director
of Finance

Lawrence D. Consalvos, Director
of Public Safety

Attest:

Helen V. Gackenour
Clerk

I/We, the contributor and/or owner/owners of the above-described property, hereby accept the conditions of said Contract Agreement.

Gerald R. Baker

Oct 13, 1986
Date

HI 76-133-6
10/15/86

AGREEMENT

This Agreement made this 14th day of ~~September~~ October, 1986, by and between A.L.C.S.S.E. JOINT VENTURE ("Venture" herein) and THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE ("City" herein)

WITNESSETH:

1. Venture is desirous of causing City to construct a sanitary sewer to serve the respective properties of the members of Venture, as well as other areas according to the plans and specifications prepared by Z. K. Tazian Associates, Inc. and approved by the Water Pollution Control Department of City.

2. City did, by sanitary sewer resolution 424-1986, receive competitive bids for the construction of said sewer but has not yet awarded a contract for such construction.

3. The low bid for such project, together with an appropriate contingency, is Two Hundred Fifty Thousand Dollars ($250,000.00).

4. Venture has assured City that if City will proceed with the construction and awarding of the contract therefor, Venture will indemnify the City from any and all costs or expenses in ~~connection with~~ REASONABLY RELATED TO said project, including City's engineering and inspection costs and charges.

5. Venture agrees to deposit into City's account in Lincoln National Bank and Trust company ("Bank" hereinafter) the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) for City's unrestricted use in paying for all of the costs and expenses of construction, City's engineering fees, and its inspection fees (all jointly called "Project Costs" hereinafter). Said funds shall be subject to withdrawal by City in accordance with City's procedures and without restriction or control by any other person, firm or agency whatever to be used by City to pay Project Costs.

6. The account in Bank may be an interest-bearing account, in which event, any interest earned shall accrue to the said account for use in paying Project Costs and for refund to Venture if not so used.

7. City may receive grant funds from the County of Allen and/or the Department of Commerce of Indiana to assist in payment of Project Costs. To the extent of and coincident with the

receipt of such funds by City, it will release to Venture from the account in Bank a like amount of funds from time to time.

8. To the extent that the funds deposited by Venture and the grant funds should prove insufficient to cover Project Costs, Venture shall indemnify City for the amount of such deficiency.

9. To the extent that the funds deposited to Bank by Venture, together with interest earned thereon, plus grant funds, exceeds the Project Costs, City shall refund the amount of such excess to Venture.

10. Upon deposit of said funds to Bank and City's entering into satisfactory agreement with Bank to assure City's right of withdrawal as herein contemplated, City agrees to award a contract to the successful bidder pursuant to said sewer improvement resolution 424-1986.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first noted.

"Venture"

A.L.C.S.S.E. JOINT VENTURE

BY: _____

"City"

BOARD OF PUBLIC WORKS

BY: _____

ATTEST:

_____
CLERK

10-14-86

11

76-134-14
10/15/86

AGREEMENT TO MAINTAIN SEWERS

THIS AGREEMENT, entered into as of the ~~10th~~ 15th day of October, 1986, by and between Woodbridge Apartments of Fort Wayne II, an Indiana limited partnership (Woodbridge) and The City of Fort Wayne, by and through the Department of Public Works and Safety (City)

WITNESSETH:

WHEREAS, Woodbridge intends to build, own and operate a multifamily housing complex (Complex) on the real estate described on Exhibit "A" attached hereto (Real Estate); and

WHEREAS, Woodbridge wishes to construct and retain ownership of the sanitary sewers in the Complex and further wishes to assure the City that said sanitary sewers will be held harmless from any liability in connection with the construction, use or operation of said sanitary sewers; and

WHEREAS, the City, in return for assurances given by Woodbridge, is willing to grant permission to Woodbridge to construct, own and operate the sanitary sewers and to forego its usual requirement that the sewers be dedicated to the City.

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants contained herein, do hereby agree as follows:

1. City authorizes Woodbridge to construct, use, operate and own in perpetuity the sanitary sewers serving the Real Estate.

2. Woodbridge hereby agrees to hold the City harmless from any liability in connection with the construction, use or operation of the sanitary sewers, including, but not limited to, the costs of maintenance.

3. This agreement shall be binding on the parties hereto, the successors, and assigns, and the obligations of Woodbridge shall, in the event of a conveyance of the Real estate, run with the land.

WOODBRIDGE APARTMENTS OF FORT WAYNE II, a limited partnership

By _____
James W. Beatty
A General Partner

THE CITY OF FORT WAYNE
By and Through Its Department of
Public Works and Safety

By H. James Haley
Signature

H. James Haley
Printed Name (Member) H. James Haley

By _____
Signature

_____
Printed Name (Member) Cosette R. Simon

By L. D. Consalvos
Signature

Lawrence D. Consalvos
Printed Name (Member) Lawrence D. Consalvos

ATTEST:

Helen V. Gochenour
Signature

HELEN V. GOCHENOUR
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Woodbridge Apartments of Fort Wayne II, a limited partnership, by James W. Beatty, a General Partner, who acknowledged the execution of the foregoing as and for its voluntary act and deed.

Subscribed and sworn to before me, this 9th day of October, 1986.

Barbara J. DeLisle
Notary Public
Printed BARBARA J. DELISLE
County of Residence MARION

My Commission Expires:

9-26-90

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared The City of Fort Wayne by and through its Department of Public Works and Safety, by H. James Haley, Lawrence D. Consalvos, and Helen V. Gochenour, who acknowledged the execution of the foregoing as and for its voluntary act and deed.

Subscribed and sworn to before me, this 15th day of October, 1986.

Luigina Settimi
Notary Public
Printed LUIGINA SETTIMI
County of Residence Allen

My Commission Expires:

3-1-88

This instrument prepared by James W. Beatty, Attorney at Law, 400 Union Federal Building, Indianapolis, Indiana 46204.

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LEGAL DESCRIPTION

WOODBRIDGE APARTMENTS OF FORT WAYNE II

Part of the fractional North Half of Section 19, Township 31 North, Range 13 East in Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section 19, said point indicated by a brass plug situated on the centerline of the St. Joseph Center Road; thence South 00 degrees 39 minutes 05 seconds West (based on Deed bearing for the Wabash & Erie Canal Feeder) along the West line of said Section 19, 45.00 feet to a point on the North line of Papermill Bluffs Section I, an Addition to the City of Fort Wayne, Indiana, recorded as Instrument #77-02672 in the Office of the Recorder of said County; said point also being on the South right-of-way line of the St. Joseph Center Road as established by Indiana Project S 728 (1) 1961; thence South 89 degrees 50 minutes 00 seconds East along the North line of said Addition 181.56 feet, said line being contiguous with the South right-of-way line of said St. Joseph Center Road as situated 45.00 feet normally distant South of said Road centerline and established by Highway right-of-way Grant as recorded in Deed Record 591, pages 156-157, in the Office of the Recorder of said County, (the next 5 courses being along the East line of said Papermill Bluffs Addition); thence South 44 degrees 30 minutes 46 seconds East 106.47 feet; thence South 54 degrees 02 minutes 02 seconds East 542.88 feet; thence South 34 degrees 14 minutes 00 seconds East 337.39 feet; thence South 21 degrees 41 minutes 25 seconds West 148.64 feet to the POINT OF BEGINNING; thence continuing South 21 degrees 41 minutes 25 seconds West 780.02 feet to the Southeast corner of said Papermill Bluffs Section I, said point being the Northeast corner of Block "G" in Papermill Bluffs - Section II, an Addition to the City of Fort Wayne, Indiana, recorded as Instrument #78-12669 in the Office of the Recorder of said County; thence continuing South 21 degrees 41 minutes 25 seconds West 129.30 feet to the Southeast corner of said BLock "G" thence South 89 degrees 42 minutes 00 seconds West along the South line of Block "G" 85.00 feet; thence South 89 degrees 33 minutes 07 seconds West 381.68 feet to the Northeasterly corner of The Woodlands of Riverside, an Addition to the City of Fort Wayne, Indiana, recorded as Instrument #77-17794 in the Office of the Recorder of said County; thence South 05 degrees 56 minutes 29 seconds East along the East line of said Addition 931.46 feet to the Southeast corner of said Addition, said point being on the South line of said North Half Section; said point being South 89 degrees 53 minutes 03 seconds East 153.56 feet from the Southwest corner of the Northwest Quarter of said Section 19; thence South 89 degrees 53 minutes 03 seconds East along the South line of said Northwest Quarter 636.27 feet; thence North 21 degrees 41 minutes 25 seconds East 1676.25 feet to the South line of Woodbridge Apartments of Fort Wayne - Phase I; thence North 68 degrees 18 minutes 35 seconds West along said South line 591.33 feet to the East line of said Papermill Bluffs - Section I, said point being the POINT OF BEGINNING.

EXHIBIT "A"

Printed Name (Member) Cosette R. Simon

By Lawrence D. Consalvos
Signature

Lawrence D. Consalvos
Printed Name (Member) Lawrence D. Consalvos

ATTEST:

Helen V. Gochenour
Signature Clerk

HELEN V. GOCHENOUR
Printed Name

11

HI 76-134-14
10/15/86

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: Woodbridge Apartments of Fort Wayne II, a limited partnership, of Marion County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim and convey to the CITY OF FORT WAYNE, hereinunder referred to as "GRANTEE," a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to-wit:

See EXHIBIT "A" Pages 1 and 2 attached hereto.

For and in consideration of this grant of easement by Grantor, grantee agrees and does hereby vacate that certain easement conveyed to the City of Fort Wayne by a Grant of Sewer Easement recorded as Instrument No. 80-014430 in the office of the Recorder of Allen County, Indiana.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED this 15th day of October, 1986.

WOODBRIDGE APARTMENTS OF FORT WAYNE II, a limited partnership

By _____
James W. Beatty
A General Partner

THE CITY OF FORT WAYNE
By and Through Its Department of Public Works and Safety

By _____
Signature

H. James Haley
Printed Name (Member) H. James Haley

By _____
Signature

Printed Name (Member) Cosette R. Simon

By _____
Signature

Lawrence D. Consalvos
Printed Name (Member) Lawrence D. Consalvos

ATTEST:

_____
Signature Clerk

HELEN V. GOCHENOUR
Printed Name

11

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Woodbridge Apartments of Fort Wayne II, a limited partnership, by James W. Beatty, a General Partner, who acknowledged the execution of the foregoing as and for its voluntary act and deed.

Subscribed and sworn to before me, this 9th day of October, 1986.

Barbara J. DeLisle
Notary Public
Printed BARBARA J. DeLISLE
County of Residence MARION

My Commission Expires:
9-26-86

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared The City of Fort Wayne by and through its Department of Public Works and Safety, by H. Joseph Haley and Lawrence D. Consalvas, and Helen D. Grabenroth, Clerk, who acknowledged the execution of the foregoing Grant of Easement as and for its voluntary act and deed and the purposes therein contained.

WITNESS my hand and notarial seal, this 15th day of October, 1986.

Luigina Settimi
Notary Public
Printed LUIGINA SETTIMI
County of Residence Allen

My Commission Expires:
3-1-88

This instrument prepared by James W. Beatty, Attorney at Law, 400 Union Federal Building, Indianapolis, Indiana 46204.

John V. Schneider, P.E., L.S., President
Brad DeReamer, L.S., Vice-President
Paul O. Maves, P.E.
Gary R. Kent, L.S.
Dennis Grumpp, L.S.
Stephen M. Cooper, L.S.
Edward D. Giacoletti, L.S.
Bruce A. Nicholson, P.E.
J. William Strange, P.E.
Peter Arnold, L.S.
Vincent J. Schneider, P.E., L.S.
(Retired - Consultant)

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers • Land Surveyors

3675 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282

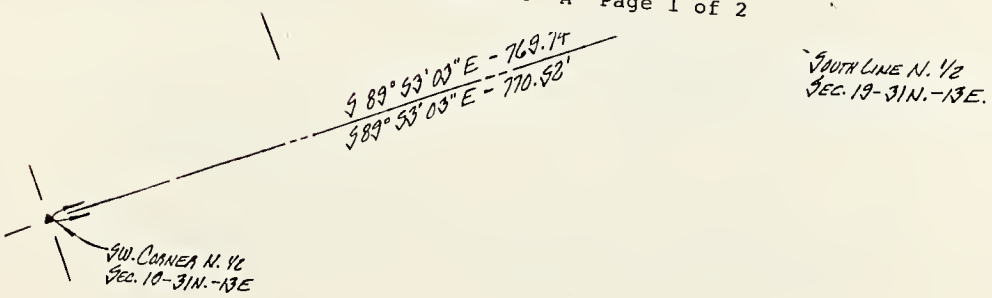
Mailing address
P.O. Box 26068
Indianapolis, Indiana 46226-0086

PROPOSED SANITARY SEWER EASEMENT

A fifteen foot strip of land in the North Half of Section 19, Township 31 North, Range 13 East of the Second Principal Meridian in Allen County, Indiana, the centerline of which is described as follows:

Commencing at the southwest corner of said north half section; thence South 89°53'03" East along the south line thereof a distance of 769.74 feet to the point of beginning; thence North 34°55'01" West a distance of 168.92 feet; thence North 88°53'31" West a distance of 382.11 feet; thence South 88°11'06" West a distance of 152.09 feet to the point of terminus on the east line of the Woodlands of Riverside (Instrument Number 77-17794, Office of the Allen County Recorder).

EXHIBIT "A" Page 1 of 2



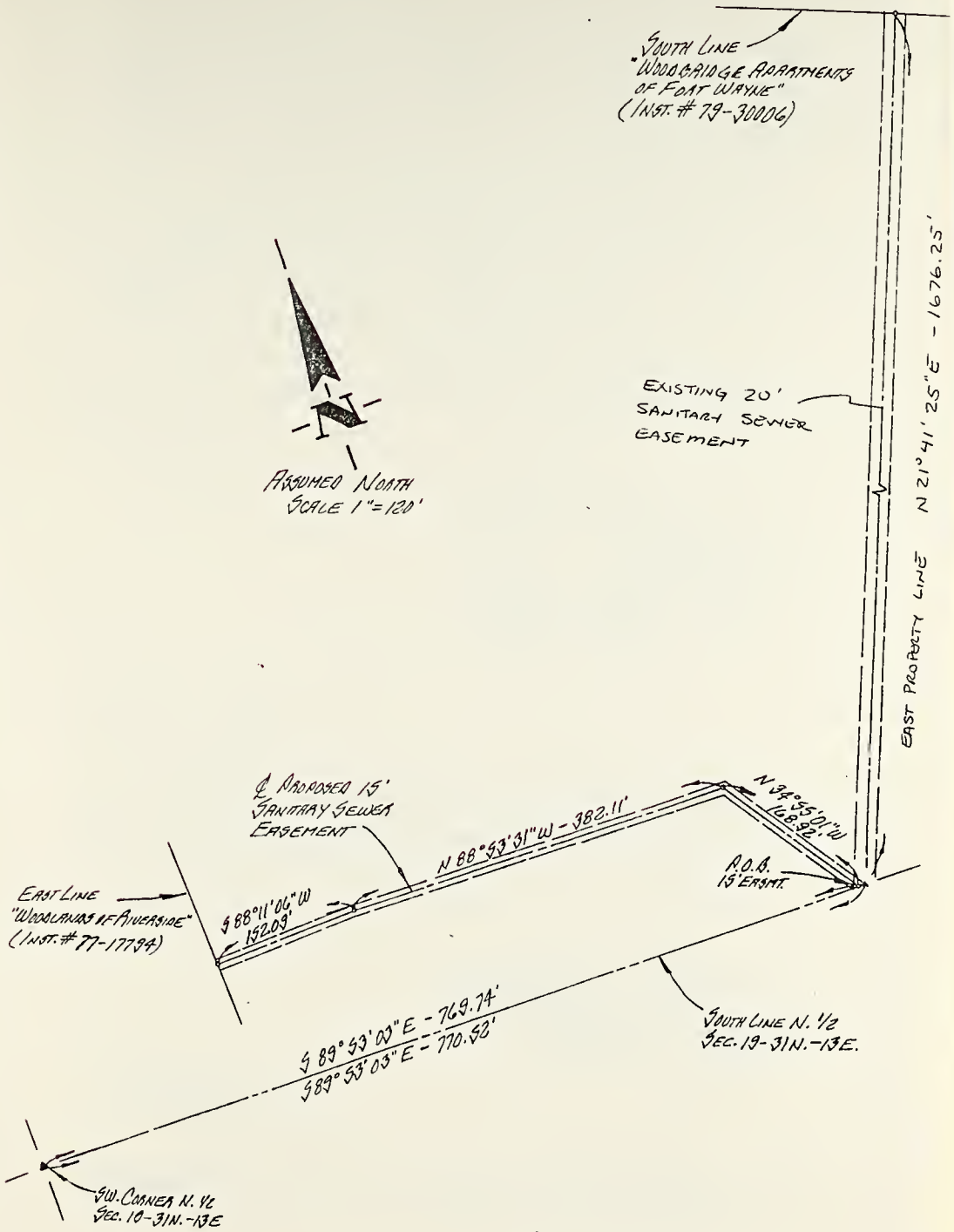
Job #406

EXHIBIT "A" Page 2 of 2

3575 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282
Mailing Address
P.O. Box 26068

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers • Land Surveyors

John V. Schneider, P.E., L.S., Presi
Brad DeReamer, L.S., Vice-President
Paul Maves, P.E.
Gary R. Kent, L.S.
Dennis Grumpp, L.S.
Stephen M. Cooper, L.S.
Edward D. Giacoletti, L.S.



Job #406

EXHIBIT "A" Page 2 of 2

11

GRANT OF DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE WITNESSETH THAT: Woodbridge Apartments of Fort Wayne II, a limited partnership, of Marion County, State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim and convey to the CITY OF FORT WAYNE, hereinunder referred to as "GRANTEE," a permanent, non-exclusive drainage and utility easement and right-of-way along and across the following described real property, located in Allen County, State of Indiana, to-wit:

See EXHIBIT "A" Pages 1 and 2 attached hereto.

Grantee shall be entitled where necessary to cross roadways, to construct, operate, control, maintain and reconstruct storm sewers in the easement area.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED this 9th day of October, 1986.

WOODBRIDGE APARTMENTS OF FORT WAYNE II, a limited partnership

By _____
James W. Beatty
A General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Woodbridge Apartments of Fort Wayne II, a limited partnership, by James W. Beatty, a General Partner, who acknowledged the execution of the foregoing as and for its voluntary act and deed.

Subscribed and sworn to before me, this 9th day of October, 1986.

Barbara J. DeLisle
Notary Public
Printed BARBARA J. DELISLE
County of Residence MARION

My Commission Expires:
9-26-90

This instrument prepared by James W. Beatty, Attorney at Law, 400 Union Federal Building, Indianapolis, Indiana 46204.

675 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282
Mailing Address
P.O. Box 26068

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers • Land Surveyors

John V. Schneider, P.E., L.S., President
Brad DeReamer, L.S., Vice-President
Paul Maves, P.E.
Gary R. Kent, L.S.
Dennis Grumpp, L.S.
Stephen M. Cooper, L.S.
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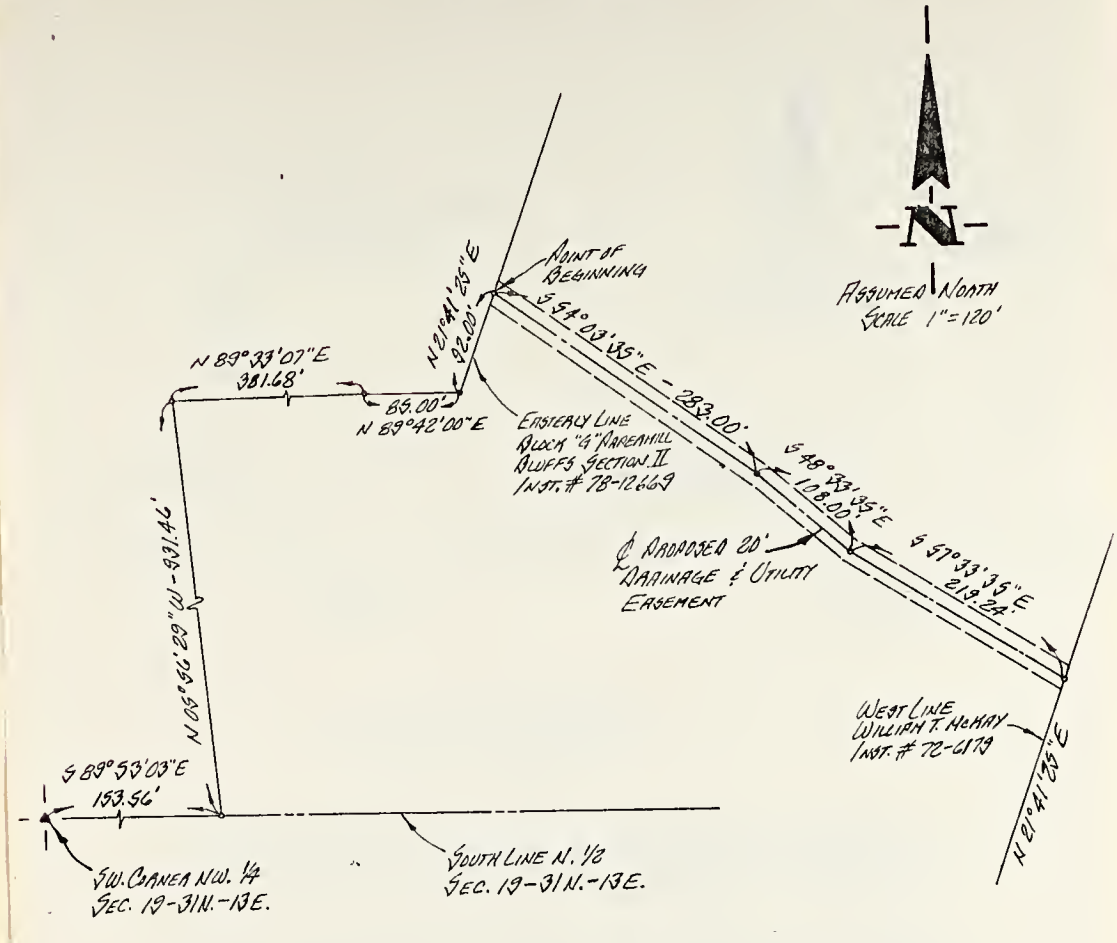


LEGAL DESCRIPTION

(PROPOSED 20 FOOT DRAINAGE & UTILITY EASEMENT)

A strip of ground twenty feet in width in part of the North half of Section 19, township 31 North, Range 13 East, Allen County, Indiana, the eenterline of said 20 foot strip being more partieularly deseribed as follows:

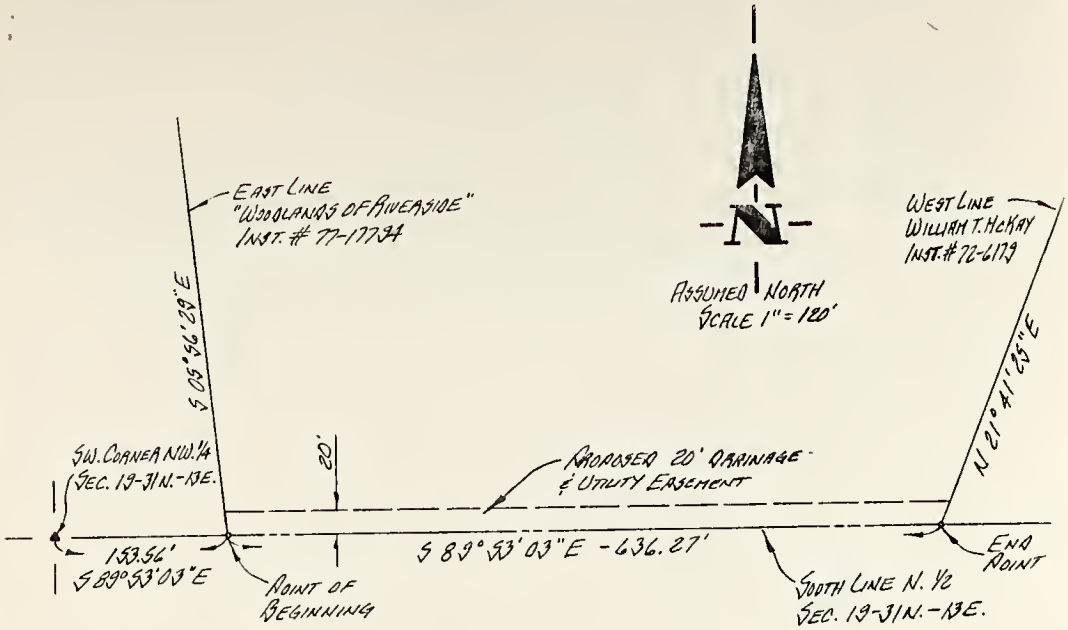
Commeneing at the Southwest eorner of said half Section; thenee South 89 degrees 53 minutes 03 seeonds East along the South line of said half seetion 153.56 feet; thence North 05 degrees 56 minutes 29 seocnds West 931.46 feet; thenee North 89 degrees 33 minutes 07 seconds East 381.68 feet; thenee North 89 degrees 42 minutes 00 seconds East 85.00 feet; thenee North 21 degrees 41 minutes 25 seeonds East 92.00 feet to the Point of Beginning; thence South 54 degrees 03 minutes 35 seconds East 283.00 feet; South 48 degrees 33 minutes 35 seeonds East 108.00 feet; thence South 57 minutes 33 minutes 35 seeonds East 219.24 feet to the End Point.

The sidelines of said easement to be lenghtened and shortened to terminate at the owners east and west lines.

5675 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282
Mailing Address
P.O. Box 26068

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers • Land Surveyors

John V. Schneider, P.E., L.S., President
Brad DeReamer, L.S., Vice-President
Paul Maves, P.E.
Gary R. Kent, L.S.
Dennis Grumpp, L.S.
Stephen M. Cooper, L.S.
Edward D. Giacoletti, L.S.



LEGAL DESCRIPTION

(PROPOSED 20 FOOT DRAINAGE &
UTILITY EASEMENT)

A strip of ground twenty feet in width lying in part of the North half of Section 19, Township 31 North, Range 13 East in Allen County, Indiana, the South line of said twenty foot strip being more particularly described as follows:

Beginning at a point on the South line of said north half, lying South 89 degrees 53 minutes 03 seconds East 153.56 feet from the Southwest corner thereof; thence South 89 degrees 53 minutes 03 seconds East along said South line 636.27 feet to the End Point.

The sidelines of said easement to be lengthened to terminate at the owners east and west lines.

9/30/86

HI 76-130-20
10/6/86

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

September 26, 1986

City of Fort Wsyne
Bosrd of Public Works & Safety
City-County Building
One Main Street
Fort Wayne, IN 46802

SUBJECT: Hobson Rd./E. Stste Blvd.
Intersection Improvements

Members of the Board:

We have completed our design of the above captioned project snd submitted it to the Indiana Dept. of Highways for their finsl review. We had suggested to your staff that consideration be given to breaking out thst portion of the project related directly to the traffic signal and requesting MG funds for that which would make it eligible for 100% federal funding. Otherwise the project would be 75% federal funded.

The Indiana Dept. of Highways has responded snd agreed to this break-out. It will require, however, thst the plsns be revised snd sepsrste quantities be prepared for each type of funding. This is work over and sbove the original scope of our contract.

We are writing this letter to request your authorization to provide these additional services. We would ask thst they be provided as provided in our contract with you dated August 13, 1984, under Additional Services and be compensated as provided in Section 5.1.2.1. If you concur with this, we ask that you acknowledge in the spsce provided below and return one copy to our office.

Sincerely,

Ronsld L. Bonar, P.E.
President

RLB:rs

Additional Services as requested above are hereby authorized this 8th dsy of October, 1986.

ATTEST:

HI 76-129-3
10/8/86

October 17, 1983

RAILROAD AGREEMENT

THIS AGREEMENT, is by and between the State of Indiana, acting by and through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the City of Ft. Wayne, hereinafter referred to as the "LPA".

WITNESSETH

WHEREAS, through the cooperation of the LPA, the STATE and the Federal Highway Administration, the following projects(s), has been approved by the Federal Highway Administration for Federal Aid funding, namely Projects(s) No. RRP-F568 providing for 06015 Approaches, Signals & Surface; RR Force Account at West State Blvd. at Conrail in Ft. Wayne. and,

WHEREAS, Federal Aid funds have been allocated and made available to the STATE for use in connection with the preliminary engineering on these projects.

WHEREAS, the Railroad will perform the preliminary engineering phase and the construction phase for the railroad crossing and/or signals or gates involved in the named project(s) by Force Account Agreement (RRFA).

WHEREAS, approval for the Railroad to begin work on the construction will be given by the STATE to the Railroad after funds are authorized by the FHWA.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. The LPA will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highway, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the projects.

2. The LPA will perform any preliminary engineering required on the approaches to the crossing (outside the limits of the crossing) or at its discretion, engage a competent and qualified consultant to perform the preliminary engineering. The LPA's procedures for selection of consultants will be in accordance with applicable Federal Highway Administration and State guidelines. Further, proposed agreements between the LPA and its consultant will be submitted for State and Federal Highway Administration approval prior to execution and authorization to proceed with the preliminary engineering work.

3. In the event that acquisition of additional right-of-way is required for these projects, the LPA agrees to comply with the right-of-way acquisition and relocation policies and procedures as follows:

   a. If right-of-way costs are to be programmed for Federal Aid, the LPA agrees to comply with all Federal and State laws, rules, and regulations including Volume 7 of the Federal Aid Highway Program Manual and PL 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894).

   b. If right-of-way costs are not to be programmed for Federal Aid, the LPA agrees to comply with (1) All States rules and regulations, (2) Title III of PL 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894) in the acquisition of right-of-way, and (3) Title II of said Act and Volume 7, Chapter 5 of the Federal Aid Highway Program Manual in the relocation of individuals, families, businesses, farm operation, etc., if any are involved.

4. The LPA agrees that the STATE will act as the LPA's agent and make payments direct to the Railroads. The LPA's share of the cost for preliminary engineering and construction will be the total cost of the project less the amount contributed by the Federal Government through Federal Aid. The Federal share of all eligible cost is 90 % or such other amount as may be allowed and provided by law. Payment for any and all costs incurred by the LPA which are not eligible for federal funding will be the sole obligation of the LPA. If for any reason the STATE is

required to repay to the Federal Highway Administration the sum or sums of federal funds paid to the LPA through the STATE under the terms of this Agreement, then the LPA will repay to the STATE such sum or sums upon receipt of a billing from the STATE.

5. The LPA, their consultant and the Railroad will maintain all books, documents, papers and accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective office at all reasonable times during the contract period and for three years from the date of final payment by the STATE under the contract, for inspection by the STATE, Federal Highway Administration or any other authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

6. The LPA agrees to hold harmless and indemnify the STATE and Federal Highway Administration from any and all liability for any act or omission committed, suffered to be committed, or omitted to be done, by any office, agent, employee, servant or contractor of the LPA in relation to the rights and duties of the LPA under this agreement.

7. At the time the preliminary engineering is complete and authorization for construction is given, but before the railroad is given notice to proceed, the LPA shall contribute and pay to the STATE, a sum equal to ninety percent (90%) of the LPA protion of the railroad's estimate of the Force Account Work; upon the completion of the Force Account Work, the LPA shall pay to the STATE any additional costs incurred for which the LPA is liable under the terms of this agreement. It is understood that the Force Account Agreement is based on unit prices and on estimated quantities, and if the total payment to the Railroad under the Force Account Agreement is more or less than the estimated

cost at the time of the signing of the Force Account Agreement, the LPA portion of the cost shall increase or decrease accordingly. In no case shall the LPA pay the STATE less than 10 % of the cost of the Force Account Work. Changes in the Force Account Agreement will not be made without approval of the LPA, the STATE and the Federal Highway Administration.

8. This agreement shall be binding upon the parties hereto, their successors or assigns.
9. In keeping with the intent of Indiana's MBE Affirmative Action Plan and Federal Regulations concerning employment of minority business enterprises, the LPA will follow procedures as out-lined in the State MBE Affirmative Action Plan.
10. If a railroad crossing surface is to be constructed, a traffic control plan will be a part of each LPA - Railroad agreement. The plan will be prepared by the LPA with assistance from the Division of Local Assistance if necessary. The plan must be acceptable to the acceptable to the State and FHWA.
11. The LPA will be responsible for the placing, maintenance, and removal of all traffic control devices necessary to comply with the traffic control plan during the construction of the project.
12. The LPA will submit the plan to the State for review in the preliminary engineering phase. At the present time, projects, with a new crossing surface may not advance to the construction phase unless an approved traffic control plan has been included in the LPA - Railroad agreement.

IN WITNESS WHEREOF The State of Indiana and the LPA, through their undersigned respective officials, have hereunto affixed their signatures.

Clerk-Treasurer or County Auditor

ATTEST:

Helen V. Gochenour
Signature Helen V. Gochenour
10-8-86

Clerk for Public Works and Safety
(Print or type Name and Title)

Mayor, with (Board of Public Works
with (Town Board)
or (County Commissioners)

Signature Mayor Win Moses, Jr.

Mayor Win Moses, Jr.-Fort Wayne, Indiana
(Print or type Name and Title)

James Haley
Signature James Haley

Chairman-Board of Public Works
(Print or type Name and Title)

Cosette R. Simon
Signature Cosette R. Simon

Dir. Administration and Finance
(Print or type Name and Title)

L.D. Consalvos
Signature Lawrence D. Consalvos

Dir. of Public Safety
(Print or type Name and Title)

Approved as to legality and form

Kathleen Pearson Radford, Deputy
Linley E. Pearson
Attorney General of Indiana
10/27/86

STATE OF INDIANA

BY: INDIANA DEPARTMENT OF HIGHWAYS

John P. Isenbarger
Director

Attest: Daniel A. Novreske
Daniel A. Novreske
Chief Deputy Director

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Allen

On this 8th day of October,

19 86 there appeared before me, a Notary Public in and for said (County)

Wm Moses, Jr., W. James Halsey, Cosette R. Simon,

L. D. Comstock, and Helen V. Hockemeyer respectively,

of the Board of Public Works & Safety of Fort Wayne, Indiana

and stated that the above agreement was signed and attested in behalf

of said (City) (County) (Town)

WITNESS my hand and seal this 8th day of October,

19 86.

Notary Public

My Commission expires 3-1-88

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

On this 15th day of October, 19 86

there appeared before me, a Notary Public in and for said County,

JOHN P. ISENBARGER, Director of the Indiana Department

of Highways, and acknowledged the execution of above agreement in behalf

of the State of Indiana

WITNESS my hand and seal this 15th day of October,

1986

Notary Public

My Commission Expires June 17, 1989

HILDRETH L. SMITH
Resident of Johnson County

Prepared by

S. R. Yoder, Chief
Division of Local Assistance

Memorandum

To Baron Biedenweg, Director Public Works Date Nov. 1, 1986

From Carl E. O'Neal, Director Transportation Engineering

Subject W. State & Conrail RR Crossing - Project RRP-F568 ( )

COPIES TO:

Mayor W. Moses
C. Simon
J. Haley
J. Yoder
Street Engineering
File (2)

Please find attached a fully executed agreement between the City of Fort Wayne and the State of Indiana for the above referenced railroad project for your record and file. This agreement relates the responsibilities of both parties in connection with the preliminary engineering and future construction on the project.

Federal Aid Funds have been allocated and made available for the preliminary engineering. The railroad is responsible for accomplishing the greater portion of this stage and an executed agreement between the City of Fort Wayne (L.P.A.) and the railroad will culminate the preliminary engineering. Upon execution of the railroad agreement by the L.P.A., the agreement will be sent to the FHWA for approval and authorization of construction funds. The State, at this time, may give the railroad notice to proceed to construct the project and will send a copy of the notice to the City of Fort Wayne including the executed LPA-Railroad Agreement.

The approved preliminary engineering was programmed for FY-1987 which began less than a month ago, October 1, 1986. The construction is programmed for FY-1988 however, if we can encourage Conrail to expedite the preliminary engineering as expediently as possible, we may be able to move the construction phase up.

The funding is RRS/RRP, a separate pot----Not M or MC Funds which is 100% obligated because of our success in obtaining funds in 1986.

The attached approval is a 1987 Transportation Engineering Coal that we have accomplished in 1986, ahead of schedule. The Federal share will be 90% and the City of Fort Wayne's share will be 10% of an estimated $266,000.00.

If there are any questions concerning this matter, please call me.

Sincerely,

Carl E. O'Neal

Carl E. O'Neal, Director

1986 NOV -3 PM 2:52

HI 76-125-33
10-1-86

1986 SEP 30 PM 3:48

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

September 30, 1986

City of Fort Wayne
Board of Public Works & Safety
City-County Building
One Main Street
Fort Wayne, IN 46802

SUBJECT: St. Joe Road Right-of-Way Staking

Members of the Board:

City Engineer Jess Yoder contacted us and asked us to submit to you a letter proposal to provide surveying services for the staking of temporary and permanent right-of-way on the proposed St. Joe Road improvements. This letter is being written for that purpose.

Our services would consist of providing field surveying to stake the rights-of-way as shown on the plans, as provided to us by the City Engineering staff and identified as Projects M-F 072(2) and M-F 752(2). We understand approximately 47 different parcels of real estate are involved.

We will have our survey crews begin staking next week, and we will coordinate our staking with the appraiser to be sure that we do not delay him in his appraisal work.

We would propose to provide these services to you under our Miscellaneous Services agreement dated April 25, 1984, and amended June 2, 1986. This agreement provides that we shall be paid on an hourly wage times a multiplier, plus expenses.

We would ask that you indicate your approval of this procedure by signing at the space provided below and returning one copy to this office.

Sincerely,

Ron Bonar

Ronald L. Bonar, P.E.
President

RLB:rs

Above services authorized this 1st day of October, 1986.

BOARD OF PUBLIC WORKS & SAFETY

ATTEST:

Helen O. Gerkinson

HI

RESOLUTION 76-124-10

WHEREAS it can be a hardship on the senior citizens of Fort Wayne to provide continuous access to their water meter, resulting in increased utility bills from missed reads; and,

WHEREAS the Board of Public Works has the authority to establish the charges for various services of the Water Utility; and,

WHEREAS it is in the best interests of the Water Utility and the citizens of the City of Fort Wayne to reduce the number of missed reads and call backs;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works has established a reduced remote installation charge, available to all senior citizens of the City of Fort Wayne, provided they be at least sixty (60) years of age, reside within the City limits of Fort Wayne, and currently have the water service in their name, for their primary residence only, the following reduced charge, based on the following meter sizes:

5/8 inch	$ 20.00
3/4 inch	$ 30.00
1 inch	$ 30.00
1-1/2 inch	$ 33.00

Payment for the remote meter installation may be made in one payment, or, at the option of the customer, in ten (10) equal installments.

Adopted: October 1, 1986

BOARD OF PUBLIC WORKS

James Hailey

Odette R. [illegible]

J.D. Conklon

ATTEST:

Helen D. Hockemeier
Clerk

17.

HI 76-120-24
9/24/86

WATER MAIN IMPROVEMENT
RESOLUTION NO. 1037-1986

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also, the requirements of other resl estate to be served with extensions, be and the same is hereby ordered in and along PROVINCE AND RIVER PARK DR., IN CONCORDIA GARDENS.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of the Public Works and Safety of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rste set by the Board of Public Works and Safety, per annum, and shall be finsnced by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and sny work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplementsl thereof.

ADOPTED this 24th day of Sept, 19 86.

BOARD OF PUBLIC WORKS AND SAFETY

H. James Haley
H. JAMES HALEY, ACTING DIRECTOR
PUBLIC WORKS

Gosette B. Simon
GOSETTE B. SIMON, DIRECTOR
ADMINISTRATION & FINANCE

L.D. Consalvos
LAWRENCE D. CONSALVOS, DIRECTOR
PUBLIC SAFETY

ATTEST:

Helen V. Gochenour for
HELEN V. GOCHENOUR, CLERK
cc

HI 76-120-26
9/24/86

CONTRACT FOR ENGINEERING SERVICES

FOR

WASTE ACTIVATED SLUDGE THICKENING FACILITIES

FOR

PAUL L. BRUNNER WATER POLLUTION CONTROL PLANT

BY AND BETWEEN THE

CITY OF FORT WAYNE, INDIANA

AND

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
INDIANAPOLIS, INDIANA

A G R E E M E N T

THIS AGREEMENT, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and HOWARD NEEDLES TAMMEN & BERGENDOFF, a partnership, hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the OWNER has developed and adopted a Master Plan for Wastewater Facilities dated November 1985; and

WHEREAS, the Master Plan for Wastewater Facilities, November 1985, outlined the need for evaluation of thickening techniques for thickening waste activated sludge to provide for energy conservation and efficient use of available digester capacity; and

WHEREAS, the OWNER has adopted the Waste Activated Sludge Thickening Facilities Evaluation Report by the the ENGINEER dated September 1986; and

WHEREAS, it is desirable and necessary to undertake improvements for waste activated sludge thickening facilities in accordance with the Waste Activated Sludge Thickening Facilities Evaluation Report, September 1986, and

WHEREAS the ENGINEER agrees to perform for the above named project professional services as hereinafter set forth; and

WHEREAS the OWNER agrees to employ and does hereby employ the ENGINEER for the services herein set forth and agrees to pay the ENGINEER for such services, in current funds, the fee set forth in Article 3 of this Agreement, and

NOW, THEREFORE, the OWNER and the ENGINEER, for the consideration named herein, agree as follows:

ARTICLE 1. THE ENGINEER'S SERVICES.

A. Upon written authorization by the OWNER for design engineering services, the ENGINEER shall perform within 120 days as follows:

1. Prepare drawings and specifications, per Waste Activated Sludge Thickening Facilities Evaluation Report, September 1986 suitable for review by the OWNER and State agencies.

2. Provide the OWNER with one (1) set of the approvable bidding documents together with final estimates of the project cost.

3. Prepare other necessary contract documents so that the project is ready for public bidding.

4. Assist the OWNER in solicitation of project bids.

5. Distribute bidding documents to prospective bidders.

6. Distribute bidding documents to contractor service organizations (Construction League and F.W. Dodge).

7. Review and evaluate the bidding documents with the OWNER and State Agencies.

8. Recommend to the OWNER award of contract to the lowest and best responsive, responsible bidder.

B. Additional services in connection with the project not otherwise provided for in this Agreement may be arranged for between the ENGINEER and the OWNER and incorporated into this Agreement.

ARTICLE 2. DUTIES OF THE OWNER. The OWNER agrees to provide the ENGINEER with complete information concerning the requirements of the project and to perform as follows:

A. Make available all prior studies, reports, permits, applications, and all records pertaining to the subject wastewater facilities.

B. Provide access to and make all provisions for the ENGINEER to enter upon the premises of the Paul L. Brunner Water Pollution Control Plant as required for the ENGINEER to perform such work as surveys and inspections in the development of the project.

C. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

D. Promptly hold all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the project including legal and fiscal services and pay all costs incidental thereto.

E. Furnish the ENGINEER with a copy of any design and construction standards he shall require the ENGINEER to follow in the preparation of contract documents for the project.

F. Appoint an OWNER'S representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies. The ENGINEER shall be entitled to rely on all representations made by the OWNER'S representative unless otherwise directed in writing by the OWNER.

G. Furnish groundwater and soils analyses, laboratory analysis, sampling data on wastewater and sludge characteristics, and flow measuring data of wastes.

H. Sign and file for all necessary approvals from regulatory agencies and to pay all cost incidental thereto.

I. Upon notice, promptly inform the ENGINEER of any changes or defects in the project.

J. Furnish all labor for any necessary operations of the equipment and appurtenances of the existing facilities as may be required by the ENGINEER.

K. Furnish information on soil and underground conditions at the project site.

ARTICLE 3. PAYMENTS TO THE ENGINEER. For the services rendered under this Agreement, the ENGINEER shall be paid a lump sum amount of Ninety-three Thousand Eight Hundred Dollars ($93,800). Partial payments shall be made to the ENGINEER based upon monthly billings proportionate to the ENGINEER'S estimate of work completed.

For any services heretofore described in this Agreement, but for which no estimated costs have been included, appropriate methods of compensation shall be incorporated into this Agreement upon approval by both parties.

ARTICLE 4. DESIGN CREDIT. Whenever renderings, photographs of renderings, photographs of models, or photographs of the project are released by the OWNER for publicity, proper credit for engineering shall be given to the ENGINEER, provided the giving of such credit is without cost to the OWNER.

ARTICLE 5. SUCCESSORS AND ASSIGNMENTS. The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators, and

assigns to the other party of this Agreement, and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 6. OWNERSHIP OF DOCUMENTS. All reports and other work product of the ENGINEER for this project are instruments of service for this project only and shall remain the property of the ENGINEER whether the project is completed or not. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this project or on any other project without the written permission of the ENGINEER shall be at the OWNER'S risk, and the OWNER agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the OWNER or by others acting through the OWNER. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER may entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 7. GOVERNING LAWS. This Agreement shall be governed by the law of the State of Indiana.

ARTICLE 8. GENERAL CONDITIONS. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

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HI 76-120-32
9/24/86

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made on the ~~12th~~ 24th day of September, 19 86, by and between PRC Engineering, Inc. 303 E. Wacker Drive, Chicago, Illinois, 60601, hereinafter called the Engineers, and the City of Fort Wayne, One Main Street, Fort Wayne, Indiana 46802, hereinafter called the City.

WITNESSETH:

That the Engineers and the City, for consideration hereinafter named, agree as follows:

The Engineers agree to render the following professional services in connection with the transportation corridor study of Illinois Road from Jefferson Boulevard to the I-69 interchange with Illinois Road and Jefferson Boulevard from approximately St. Mary's River to the Time Corner Shopping Area.

ARTICLE 1 - Scope of Work

The Engineers shall perform the work plan described in this Agreement in a fully satisfactory and proper manner, consistent with generally accepted engineering standards and practices.

1. Definition of Existing Conditions

Existing traffic count data, including turning movements at intersections, will be obtained from the City and reviewed for sufficiency. Copies of previous studies, plans, ordinances, standards zoning and land use maps will also be obtained. Actual speed and delay measurements will be taken during peak hours, for both study corridors. Spot speed measurements will be made at key locations. Existing roadway geometry will be measured to determine number of existing lanes and lane widths. Aerial photogrpahy will be obtained for later use as a base vehicle for presenting improvement recommendations. During the field survey of the corridors, particular attention will be given to identifying locations where conflicts occur between through traffic and local access traffic, and determining the cause of the conflict. Available accident information will be obtained for both corridors.

Once collected, this information will be evaluated to determine the magnitude and specific location of existing traffic flow problems. Capacity analyses will be performed for each signalized intersection, utilizing ICASP, the PRC Engineering traffic signal analysis program. Roadway capacity analysis will be determined for each different cross section within the corridors.

Accident information will be evaluated to identify any high accident locations and underlying causes. Existing geometry will be examined to ascertain locations where deficient geometry adversely affects traffic operation. The history of traffic growth will be examined to establish short term growth trends.

With the conclusion of the first work task, a complete picture of the existing conditions will be available, and problem areas identified and quantified. The findings of this first task will address the population growth within the Aboite Township and the effect that the population growth is having upon traffic flow within and through the Study Area.

2. Determination of Future Traffic Problems

An evaluation of future conditions will be made by using the Year 2005 Transportation Plan as a basis for traffic projections. The impact of these future traffic volumes upon existing residential neighborhoods will be identified. The anticipated land use will be utilized to determine localized effects upon movement of traffic within the corridors. Capacity analyses will be performed, using year 2005 data, to determine anticipated Levels of Service and utlimate improvement requirements. These determinations will be utilized in assuring that any short-term localized roadway improvements are compatible with future needs for the corridors.

3. Development of a Schematic Plan

With the locations and magnitudes of existing traffic flow problems defined, and utlimate corridor requirements determined, an improvement plan will be developed. Intersection capacity analyses utilizing intermediate stage traffic volumes will be performed and minimum improvement requirements established. Optimum signal timing will be determined. Recommendations for geometric improvements will be made, based upon existing configuration and spot speed data, where modification would result in improved traffic flow. Where network changes and/or access control have potential for mitigating anticipated problems, those measures will be identified and recommended. Alternatives will be provided as required. All alternatives and recommendations will examine the impact they will have to the residential neighborhoods. The end result of this task will be a schematic plan for roadway improvement which delineates number of lanes, geometric and system modifications, signalizations and road closings or access control.

Throughout this stage of work on the project, close coordination will be maintained with the Project Management Board. A completed schematic plan and two interim reports (at approximately day 20 and day 40 of the contract period) will be presented to the City for review and comment. It will contain specific proposals for alleviation of anticipated conflicts between commuter through trips and local access trips.

4. Preparation of a Transportation Plan

The final stage of work will utilize the schematic plan, and City review comments. It will include listings of specific project packages, with implementation tied to the extent of existing problems and development of land within the Study Area. The Plan will include estimates for project cost. Improvement proposals will be shown on an aerial photo base on a 1"=100' scale showing existing land uses and curb costs (except the Time Corner Area and the itersection of Old Illinois Road and Jefferson Boulevard, which shall be shown on a 1"=50' scale drawings), with sufficient detail to assure that all important features can be included when project implementation was warranted. A concise report will be prepared which sets forth the entire improvement plan and the basis for the improvement recommendations. After final review by the City the results and findings will be presented to the City Plan Commission.

ARTICLE 2 - Existing Data

The City agrees to provide the Engineers the following reports and any other data pertinent to this study:

1. City of Fort Wayne Comprehensive Plan
2. Allen County Comprehensive Plan
3. Fort Wayne, New Haven, and Allen County Year 2005 Transportation Plan (June, 1986)
4. Jefferson Boulevard, U.S. 24 Corridor Study (July, 1986)
5. Illinois Road Access Plan (October, 1980)
6. City of Fort Wayne's Zoning Ordinance and Zoning Map
7. Allen County Zoning Ordinance and Zoning Map
8. City of Fort Wayne's Existing Land Use
9. Allen County's Existing Land Use
10. Traffic Counts on Major Streets within the Study Area
11. Fort Wayne/Allen County Access Manual Standards
12. Aerial photography at a 1"=100' scale on a reproducible base.
13. Accident data summaries for Jefferson Boulevard and Illinois Road within the limits of the study

ARTICLE 3 - Basis of Payment

The City agrees to pay the Engineers as compensation for all service rendered in accordance with this Agreement a Lump Sum Fee of $29,500.00 (Twenty-nine Thousand Five Hundred Dollars).

Payment to the Engineers for service rendered will be made as soon as practicable in accordance with the following schedule:

a. Upon completion of tasks 1, 2 and 3 as defined in the Scope of Work payment to be 60% of the Lump Sum Fee.

b. Upon approval of the Final Report, payment to be the balance of the Lump Sum Fee.

The Engineers agree that all work will be completed within 60 days of the date of a written Notice to Proceed.

ARTICLE 4 - Reimbursable Expenses

Reimbursable expenses, authorized by the City, are in addition to fees for Basic Services, listed in Article 3. Reimbursable expenses will be payable upon presentation of itemized expenses incurred in connection with this project as follows:

Actual cost of reproductions of Final Report in excess of 25 copies at commercial rates.
Express delivery service when such service is requested by the City.
Reimbursable expenses will be charged on basis of actual out-of-pocket expense.

ARTICLE 5 - AMENDMENTS

Changes in the terms and conditions of this contract, or in the scope of services to be performed hereunder may, from time to time, be deemed necessary or desirable. Such changes, including any increases or decreases of compensation for services performed pursuant hereto, which are mutually agreed to between the City and the Engineers, must, to be effective, be incorporated in written amendments to this Agreement.

ARTICLE 6 - MAINTENANCE OF RECORDS

Records must be maintained by the Engineers, and be available for inspection by the City to show actual time involved in accomplishment of the services, costs incurred, and other items necessary to substantiate the Engineers' invoices.

ARTICLE 7 - AFFIRMATIVE ACTION PROGRAM

In connection with this Agreement the Engineers agree to comply with the City's EEO/AA 8/1/81 requirements.

ARTICLE 8 - LIABILITY INSURANCE

The Engineers shall maintain in force during the period of performance of this contract, and for at least one (1) year thereafter, the following policies of insurance with responsible insurance carriers:

(a) Comprehensive General Liability, including Contractor's Protective Liability, Contractual Liability, and Personal Injury Liability, with a combined single limit for both bodily injury and property damage of at least $2,000,000 per occurrence.

(b) Automobile Liability (including coverage for owned, leased, used, hired and borrowed vehicles), with a combined single limit for both bodily injury and property damage of at least $1,000,000 per occurrence.

(c) Professional Liability, with a combined single limit of at least $1,000,000 per occurrence.

(d) Statutory Worker's Compensation Insurance with limits of at least $500,000.

ARTICLE 9 - ASSIGNABILITY

The Engineers shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City.

ARTICLE 10 - TERMINATION OF AGREEMENT

A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

B. This Agreement may be terminated by the City upon at least seven (7) days written notice to the Engineers in the event the project is permanently abandoned.

C. In the event of termination that is not the fault of the Engineers, the Engineers shall be compensated for all services performed to the termination date, together with reasonable termination expenses.

ARTICLE 11 - GOVERNING LAW

The Agreement shall be interpreted under and governed by the laws of the State of Indiana.

ARTICLE 12 - SEVERABILITY

In the event that any of the terms or provisions of this contract are declared void or unenforceable for any reason, the remaining terms and provisions of the contract shall remain in full force and effect and shall not be affected thereby.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized officer, have caused their hands to be set the day and year first above written.

CITY: **CITY OF FORT WAYNE**

By: _____

WITNESS:

_____

THE ENGINEERS: **PRC ENGINEERING, INC.**

By: _____
DIVISION VICE PRESIDENT

WITNESS:

_____

AMENDED

HI 76-119-22 9/24/86

WATER MAIN IMPROVEMENT RESOLUTION NO. 1035-1986

AMENDED

HI 76-119-23 9/24/86

WATER MAIN IMPROVEMENT RESOLUTION NO. 1036-1986

HI
9/24/86

EMERGENCY RESOLUTION # 76-119-10

WHEREAS, the WPC Plant had to increase their needs for Ferrous Sulfate due to an increase in plant flow during the early summer months

WHEREAS, Department needs have exceeded the orignial bid #2226

WHEREAS, the Board of Public Works and Safety hereby declares an emergency does exist and orders the Purchasing Department to issue a purchase order to Worthington Steel in the amount of $27,000.00 _____

Jim Haley, Acting Director
Board of Public Works

Cosette R. Simon, Director
Administration and Finance

Lawrence D. Consalvos, Director
Board of Public Safety

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

AMENDED

HI 76-119-22 9/24/86

WATER MAIN IMPROVEMENT RESOLUTION NO. 1035-1986

AMENDED

HI 76-119-23 9/24/86

WATER MAIN IMPROVEMENT RESOLUTION NO. 1036-1986

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also, the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along LUDWIC PARK DRIVE, from the east property line of Lot 45, eastward to the west property line of Lot 35, LUDWIC PARK ADDITION.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of the Public Works and Safety of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by the Board of Public Works and Safety, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 24th day of September, 19 86.

BOARD OF PUBLIC WORKS AND SAFETY

H. James Haley
H. JAMES HALEY, ACTING DIRECTOR
PUBLIC WORKS

Cosette R. Simon
COSETTE R. SIMON, DIRECTOR
ADMINISTRATION & FINANCE

Lawrence D. Consalvos
LAWRENCE D. CONSALVOS, DIRECTOR
PUBLIC SAFETY

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

AMENDED

HI 76-119-22 9/24/86

WATER MAIN IMPROVEMENT
RESOLUTION NO. 1035-1986

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also, the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along CARDEN PARK DRIVE, from CLINTON STREET TO ITS TERMINUS, in CONCORDIA GARDENS ADDITION.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of the Public Works and Safety of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by the Board of Public Works and Safety, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 24 day of Sept, 19 86.

BOARD OF PUBLIC WORKS AND SAFETY

H. James Halky

H. JAMES HALKY, ACTING DIRECTOR
PUBLIC WORKS

Cosette R. Simon

COSETTE R. SIMON, DIRECTOR
ADMINISTRATION & FINANCE

L.D. Consalvos

LAWRENCE D. CONSALVOS, DIRECTOR
PUBLIC SAFETY

ATTEST:

for Helen V. Gochenour (ca)

HELEN V. GOCHENOUR, CLERK

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9/23/86

EMERCENCY RESOLUTION 76-117-1

WHEREAS, the Three Rivers Filtration Plant No. 9 High Service Pump has become inoperable due to excess power usage and extreme vibration; and

WHEREAS, this is a 17 million gallon per day capacity pump supplying drinking water and fire protection needs for the City; and

NOW, THEREFORE the Board of Public Works and Safety hereby declares an emergency does exist and orders the Purchasing Department to issue a purchase order to Fairbanks Morse, for disassembly and inspection of the high service pump.

Jim Haley, Director
Board of Works

Cosette R. Simon, Director
Administration and Finance

Lawrence D. Consalvos, Director
Board of Public Safety

ATTEST:

Helen V. Cochenour, Clerk

HI 76-115-87
9/17/86

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into on this 17th day of September, 1986, by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN (hereinafter referred to as the "County"), and the CITY OF FORT WAYNE BY AND THROUGH ITS BOARD OF PUBLIC WORKS AND SAFETY (hereinafter referred to as the "City").

W I T N E S S E T H :

WHEREAS, Complete Auto Transit and Auto Truck has indicated it will make a substantial investment in this community and create an additional number of new jobs, should sanitary sewer be provided to the site just west of the General Motors Truck Assembly Plant; and,

WHEREAS, the State of Indiana has offered financial assistance in an amount not to exceed $100,000.00 to Allen County to be used for the construction of sanitary sewer facilities to be provided to the Complete Auto Transit/Auto Truck Project Site, which the County has agreed, to the extent of said grant, to provide to the City; and,

WHEREAS, the remainder of the cost of the sanitary sewer facilities will be born by the property owners as evidenced in a Joint Venture Agreement entered into on May 27, 1986; and

WHEREAS, the City will be responsible for selecting the contractor(s) for said project, and the overseeing of the actual installation in accordance with I.C. 36-1-12-1 et seq.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees to the extent of the funds provided by the State to pay claims submitted by the City for the above-referenced project, in a timely manner. Said claims shall be verified and based upon actual contractor's expenses incurred.

2. Attached hereto and made a part hereof is a copy of the Grant Agreement entered into between the Board of Commissioners of the County of Allen and the State of Indiana. The City agrees to comply with all terms and conditions of said

Grant Agreement and further agrees to hold harmless the County from and against any and all claims, demands or losses arising out of any act or omission in violation of said Agreement, or the Project.

Upon completion of the project, an independent C.P.A. firm will be hired to audit the financial records of the grant as required by the State and the City shall furnish any and all financial records and data relating to the project required by said C.P.A. firm.

4. This Agreement shall be construed in accordance with I.C. 36-1-7 et seq. and the effectiveness is subject to all legal and necessary approvals as follows:

A. Approval of the fiscal bodies, by ordinance or by resolution, of the City of Fort Wayne, Indiana (its City Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7 et seq.

B. Recordation of this Agreement with the Allen County Recorder; and,

C. Within sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes.

6. This Agreement and responsibilities hereunder, shall terminate upon the close-out of the state grant. Said close-out shall include the resolution of all audit findings if any shall exist.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

By: James Haley

By: Rosetta R. Gindy

By: J.D. Landis

Dated: 9-17-86

ATTEST:

By: Helen W. Jackman

BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN, INDIANA

By: _____

By: _____

By: _____

Dated: 9/15/86

ATTEST:

By: _____

76-111-22
9/10/86

UTILITY AGREEMENT

The City of Fort Wayne, Indiana

and its Board of Public Works and Safety

hereinafter referred to as the Board, and General Telephone Company of Indiana (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of Lines, poles, underground facilities and other appurtenances.

located at the following described location on Coliseum Boulevard from Lake Avenue to U.S. #33 (Goshen Road)

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 9-15-86

General Telephone Company
of Indiana, Inc.

ATTEST:

Kathleen L. Moore, Clerk-Typist

Date: September 10, 1986

Dan A. Ahlersmeyer
Engineering Supervisor-Network Facilities
Date: 9-10-6

76-111-22
9/10/86

UTILITY AGREEMENT

The City of Fort Wayne, Indiana

and its Board of Public Works and Safety

hereinafter referred to as the Board, and ComCast Cable (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of Lines, underground facilities and other appurtenances

located at the following described location on Coliseum Boulevard from Lake Avenue to U.S. #33 (Goshen Road)

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

H. James Haley, Acting Director

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 9-15-86

Authorized representative of Permittee

Date: 9-8-86

HI 76-111-22
9/16/86

UTILITY AGREEMENT

The City of Fort Wayne, Indiana

and its Board of Public Works and Safety

hereinafter referred to as the Board, and NIPSCO (gas)
(utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of NIPSCO's under ground gas mains

located at the following described location on Coliseum Boulevard from Lake Avenue to U.S. #33 (Goshen Road)

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

H. James Haley, Acting Director

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 9-15-86

Authorized representative of Permittee

Date: 9/11/86

76-111-29
9/10/86

UTILITY AGREEMENT

The City of Fort Wayne, Indiana

and its Board of Public Works and Safety

hereinafter referred to as the Board, and Indiana & Michigan Electric Company (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of lines, poles, underground facilities and other appurtenances located at the following described location on Coliseum Boulevard from Lake Avenue to U.S. #33 (Goshen Road)

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

H. James Haley, Acting Director

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 9-15-86

INDIANA & MICHIGAN ELECTRIC COMPANY

By J. A. Delaney
J. A. Delaney
Engineering Supervisor

Date: September 9, 1986

Authorized representative of Permittee

Date:

76-111-21
9/10/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY

OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and hereby resolves as follows:

BE IT RESOLVED, that approval is hereby given for the Board to enter into an Interlocal Cooperation Agreement, between the City of Fort Wayne, by and through its Board of Public Works and Safety and the Board of Commissioners of the County of Allen, for construction of sanitary sewer facilities to be provided to the Complete Auto Transit/Auto Truck Project Site, to be located just west of the General Motors Truck Assembly Plant;

BE IT RESOLVED, that the Interlocal Cooperation Agreement is approved in all respects; and

BE IT FURTHER RESOLVED, that the Board members are hereby empowered and authorized to execute said Agreement.

IN WITNESS WHEREOF, the above Resolutions have been passed this 10th day of September, 1986.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

BY: _____
Cosette R. Simon, Director of
Administration & Finance

BY: _____
Lawrence D. Consalvos, Director
of Public Safety

BY: _____
H. James Haley, Acting Director
of Public Works

ATTEST:

BY: _____
Helen V. Gochenour
Clerk

76-111-19
9/10/86

AGREEMENT

for

SEWER EXTENSION

THIS AGREEMENT, made in triplicate, this 10th day of July, 1986, by and between DON MERRYMAN & CAROLYN MERRYMAN, Husband & Wife, & Garner Enterprises, Inc., hereinafter referred to as **"OWNER"** and the **CITY OF FORT WAYNE, INDIANA**, by and through its Board of Public Works & Safety hereinafter referred to as **"CITY"**, **WITNESSETH, THAT:**

WHEREAS, the **"OWNER"** desires to construct a local sanitary sewer described as follows:

See description attached hereto, made a part hereof, and marked "Exhibit A."

in accordance with plans, specifications, and profiles heretofore submitted to and approved by **"CITY"** and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of **"CITY"** and known as Georgetown Car Wash Sanitary Sewer as drawn by Martin-Riley under their Commission Number 8611 dated May 9, 1986, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the **"OWNER"** has an interest, but also an adjoining land areas, and;

WHEREAS, the cost of construction of said sewer is represented to be $7,700.00 composed of $6,000.00 for construction costs, $1,000.00 for engineering services, $200.00 for legal fees and $500.00 for City Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **CONSTRUCTION OF SEWER**

   "OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by **"CITY"** under private contract to be let within sixty (60) days after requisite **"CITY"** approval.

All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Siad sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY" and all further maintenance thereafter shall be borne by "CITY".

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and, to hold "CITY" harmless from any liability for claims connected herewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate:

Beginning on the centerline of East State Boulevard at a point situated 261.5 feet Southwesterly of the intersection of said centerline with the East line of Section 33, Township 31 North, Range 13 East, Allen County, Indiana; thence Southwesterly, on and along the centerline of East State Boulevard, a distance of 266.42 feet to the Southwest corner of Lot 2 in Lehman Homestead Addition, according to the recorded plat thereof, then North 01 degree 36 minutes East, on and along the West line of said Lot 2, a distance of 406.50 feet, to the Northwest corner of said Lot 2; thence North 88 degrees 00 minutes East, on and along the North lines of said Lot 2 and Lot 1 in Lehman Homestead Addition, a distance of 167.3 feet to the Northeast corner of said Lot 1; thence South 10 degrees 54 minutes East a distance of 289.7 feet to the true point of beginning, subject to legal right-of-way for East State Boulevard; excepting and excluding the following described parcel;

Beginning on the centerline of East State Boulevard at a point situated 261.5 feet Southwesterly of the intersection of said centerline with the east line of said Section 33, Township 31 North, Range 13 East, thence Southwesterly, on and along the centerline of East State Boulevard, a distance of 128.24 feet to the point of beginning; thence North 10 degrees 54 minutes West a distance of 236.38 feet; thence North 79 degrees 6 minutes East a distance of 120.0 feet; thence South 10 degrees 54 minutes East a distance of 191.14 feet; thence South 58 degrees 27 minutes West a distance 128.24 feet on and along the centerline of East State Boulevard to the point of beginning.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. **AREA CONNECTION CHARGE** (Oversizing, etc., cost of existing sewage works).

An area connection charge of $700.00 per acre must be paid to **"CITY"** at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by **"CITY"** for sewer line(s) known as St. Joe Service Area, Resolution No. 74-22-04.

5. **BOND**

This contract is subject to **"OWNER"** and/or his contractor furnishing a satisfactory Maintenance Bond for 25% the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by **"CITY"**.

6. **LIMITATION ON USE**

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. **WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION**

"OWNER" for himself, herself, his/her successors in title and assigns, waives and releases any and all rights which it may not or hereafter have to remonstrate against or otherwise object to, interferee with or oppose any pending or future annexation by **"CITY"** of any territory now or hereafter owned by him/her as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In future consideration and to induce **"CITY"** to execute and ratify this contract, said **"OWNER"**, for himself, herself, his/her successors and assigns, agree by this contract, to vest in **"CITY"** the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER" his/her successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Board of Public Works & Safety of the City of Fort Wayne as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his/her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

HI 76-108-17
9/3/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY

OF THE CITY OF FORT WAYNE, INDIANA

The Board of Public Works and Safety of the City of Fort Wayne, Indiana, ("Board"), held a regular meeting on Wednesday, September 3, 1986, at 9:00 A.M., pursuant to notice previously given. The following resolutions were adopted by the Board, to-wit:

BE IT RESOLVED, that the Allen County Drainage Board has previously approved and resolved that part of the Lawrence Drain, lying within the limits of the City of Fort Wayne, be relinquished to the City and such Allen County Drainage Board has also approved that the prorated portion of the existing maintenance funds therein be assigned to the City;

BE IT RESOLVED, that the City of Fort Wayne, Indiana, by and through the unanimous vote of the Members of its Board of Public Works and Safety, does hereby accept those portions of the Lawrence Drain that are situate within the limits of the City of Fort Wayne and that the City is further authorized and empowered to accept a prorated portion of the existing maintenance funds with respect to the Lawrence Drain, to be used in accordance with law;

BE IT FURTHER RESOLVED, that each Board member is authorized and empowered to execute any and all documents that may be necessary in the future, to complete the acceptance of the Lawrence Drain situate in the City of Fort Wayne, Indiana and the existing maintenance funds asoociated with same.

IN WITNESS WHEREOF, these Resolutions have been passed this 3rd day of Sempteber, 1986.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

BY: _____
Cosette R. Simon, Director of
Administration & Finance

BY: _____
Lawrence D. Consalvos, Director
of Public Safety

ATTEST:

BY: _____
Helen V. Gochenour
Clerk

BY: _____
H. James Haley, Acting Director
of Public Works

27

76-107-26
8/27/86

IMPROVEMENT RESOLUTION

FOR SIDEWALK

NO.6055-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by putting in Sidewalks at:

PARNELL AVENUE FROM ALLEY NORTH OF STATE BLVD. TO VANCE AVENUE - WEST SIDE -

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 27th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY

James Haley

Odette R. Engle

ATTEST: Helen D. Hockemeier
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/22/86

PROJ PARNELL AVENUE SIDEWALKS RES. NO: 6055-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	1246	SY		
2.	Curb Removal	1155	LF		
3.	Casting Adjust	10	EA		
4.	4" Standard Walk	4859	SF		
5.	6" Curbface Walk	6352	SF		
6.	Top Soil	58	TON		
7.	Seed, Mulch & Fertilizer	500	SY		
8.	Asphalt Patching	1200	LF		

SUBTOTAL: $34,795.75
E&I: $3,479.58

TOTAL: $38,275.33

Sheet _1__ of _1__

76-107-16
9/3/86

IMPROVEMENT RESOLUTION

FOR SIDEWALKS

NO.6061-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Sidewalks and Drives on LUTHER STREET from Anthony Blvd. East to Grant Avenue

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 3rd day of September, 1986.

BOARD OF PUBLIC WORKS & SAFETY

Betty R. Gilbert

J.D. Cassidy

ATTEST: Helen D. Gochenour
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/28/86

PROJ LUTHER ST. SIDEWALKS & DRIVES RES. NO: 6061-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	780	SY		
2.	Concrete Sidewalk(4")	6950	SF		
3.	Conc.Wingwalk (with ramps 6")	1250	SF		
4.	Concrete Drive (6")	52	SY		
5.	Catch Basin Type I-C (Remove & Replace)	5	EA		
6.	Abandon Structure	1	LS		
7.	Stone for Adjusting Walk	212	TON		
8.	Top Soil	100	TON		
9.	Seed, Mulch & Fertilizer	612	SY		
10.	Tree Removal	2	EA		

SUBTOTAL: $34,208.00
E&I: $3,420.80

TOTAL: $37,628.80

SHEET 1 OF 1

29

27

76-107-14

9/3/86

IMPROVEMENT RESOLUTION

FOR CURBS AND SIDEWALKS

NO.6059-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve areas as follows:

1) HANNA STREET from Rudisill Blvd. to McKinnie Avenue for the purpose of constructing Type III curbs, wingwalks, private drive approaches, yardwalks and adjusting drainage structures.

2) MADISON STREET from Monroe Street to Francis Street for the purpose of constructing Type III curbs, concrete sidewalks and yardwalks, wingwalks, driveway and alley approaches and adjust drainage structures

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 3rd day of September, 1986.

BOARD OF PUBLIC WORKS & SAFETY

Rosetta R. Sinks

J.D. Conrad

ATTEST: Helen W. Hochstetler
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/29/86

PROJ MADISON ST. & HANNA ST. RES. NO: 6059-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Curb Removal	4061	LF		
2.	Concrete Removal	1960	SY		
3.	Concrete Curb Type III	3714	LF		
4.	Private Drive Approaches 6"	615	SY		
5.	Commercial Dr. & Alley Approaches 8"	325	SY		
6.	Concrete Sidewalks & Yardwalks 4"	10875	SF		
7.	Concrete Wingwalk & Ramps 6"	3035	SF		
8.	Catch Basin Abandon	4	EA		
9.	Catch Basin Type I-C	4	EA		
10.	Casting Adjust to Grade	4	EA		
11.	Asphalt Patching	181	TON		
12.	Backfill Behind Curbs	178	TON		
13.	Top Soil	368	TON		
14.	Fine Grade, Seed, Mulch & Fert.	6938	SY		

SUBTOTAL: $143,761.00
E&I: $14,376.10

TOTAL: $158,137.10

SHEET 1 OF 1

HI-7(107-15-

IMPROVEMENT RESOLUTION

FOR CURBS AND SIDEWALKS

NO.6060-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve:

ARCHER AVENUE from Wells Street to Sherman Street for the purpose of constructing Type III curbs, yardwalks, wingwalks and adjusting drainage structures

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 3rd day of September, 1986.

BOARD OF PUBLIC WORKS & SAFETY

James Haley

Betty R. Ellis

J.D. Conrad

ATTEST: Helen D. Bachenaus
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/29/86

PROJ ARCHER AVE. CURBS (BOTH SIDES) RES. NO: 6060-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	750	SY		
2.	Curb Removal	4400	LF		
3.	Catch Basin Remove & Replace	3	EA		
4.	Casting Adjust to Grade	5	EA		
5.	Concrete Sidewalk Yardwalks 4"	1918	SF		
6.	Concrete Wingwalk & Ramps	3600	SF		
7.	Concrete Curb Type III	4400	LF		
8.	Backfill Behind Curbs	300	TON		
9.	Top Soil	100	TON		
10.	Fine Grade, Seed, Mulch & Fert.	1000	SY		
11.	Conc. Pavement Alley Approach 8"	50	SY		
12.	Asphalt Patching	215	TON		

SUBTOTAL: $90,200.00
E&I: $9,020.00

TOTAL: $99,220.00

SHEET 1 OF 1

WATER MAIN IMPROVEMENT RESOLUTION

HI 76-107-12

NO. 1034 - 19 86

9/3/86

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along a part of Curdes Homewood Acres

ON INWOOD DRIVE FROM LAKE AVENUE SOUTHWARD TO ITS TERMINUS; ALSO, ON COLUMBIA AVENUE, FROM A POINT 400± FEET EAST OF COLISEUM BLVD., TO INWOOD DRIVE.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 3rd day of September, 1986.

BOARD OF PUBLIC WORKS & SAFETY

H. James Haley

H. JAMES HALEY
ACTING DIRECTOR, PUBLIC WORKS

Cosette R. Simon

COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

Lawrence D. Consalvos

LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

ATTEST:

Helen V. Gochenour

HELEN V. GOCHENOUR, CLERK

HI 76-107-13
9/3/86

IMPROVEMENT RESOLUTION

FOR CURBS

NO.6058-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve CURBS ON BOTH SIDES OF PIQUA AVENUE FROM WILDWOOD AVENUE SOUTH TO CLINTON STREET

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 3rd day of September, 1986.

BOARD OF PUBLIC WORKS & SAFETY

James Hall

Odette R. Gillo

J.D. Condrus

ATTEST: Helen V. Gochenaur
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/26/86

PROJ PIQUA AVENUE CURB RES. NO: 6058-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Curb Removal	900	LF		
2.	Type II-B Curb	900	LF		
3.	#53 Crushed Stone for Backfill	42	TON		
4.	Asphalt Patching	900	LF		
5.	Top Soil	15	TON		
6.	Seed, Mulch & Fertlizer	180	SY		
7.	Adjust Casting to Grade	2	EA		

SUBTOTAL: $14,982.00
E&I: $1,498.20

TOTAL: $16,480.20

SHEET 1 OF 1

76-105-30
8/27/86

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana ("Board") and does hereby resolve and approve of the Real Estate Lease to be entered into by and between the City and Park Center, Inc., said Lease attached herein, as a part hereof, as Exhibit "A".

BE IT RESOLVED, that such Lease is in conformance with Public Law 158, Acts 1976, of the General Assembly of the State of Indiana.

IN WITNESS WHEREOF, this Resolution has been passed the 27th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

BY: _____
Lawrence D. Consalvos, Director of Public Safety

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour
Clerk

BY: H. James Haley
H. James Haley, Interim Director of Public Works

76-105-29
8/27/86

REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between the CITY OF FORT WAYNE, INDIANA (hereinafter called "LESSOR"), and PARK CENTER, INC., a comprehensive mental health center, incorporated as a not-for-profit corporation of the State of Indiana (hereinafter called "LESSEE"), pursuant to the terms of Acts 1976, PL 158 of the General Assembly of the State of Indiana,

W I T N E S S E T H:

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the City of Fort Wayne, County of Allen, State of Indiana, to wit:

> Part of Lot 7 in HANNA'S PLAT "C", said lot being in the Northwest Fractional one-quarter of Section 36, Township 31 North, Range 12 East, Allen County, Indiana, as recorded in Deed Record 45, page 22, in the Office of the Recorder of said County, in particular described as follows to-wit:
>
> To arrive at the point of beginning, commence on the North line of State Boulevard at its intersection by the West line of Kentucky Avenue as established in the Plat of KINCADE HOMESTEAD ADDITION, as recorded in Plat Book 7B, page 103, in the Office of the Recorder of said County; thence Northerly along the West line of said Kentucky Avenue (40 feet wide), a distance of 800 feet to the aforementioned point of beginning and the Northeast corner of 14.692 acres quit-claimed to the COUNTY OF ALLEN by the State of Indiana as recorded in Document No. 73-12448; thence Westerly by a deflection left of 90 degrees 33 minutes along the North line of said 14.692 acres, a distance of 800 feet to the Northwest corner of said 14.692 acres; thence Northerly by a deflection right to 90 degrees 33 minutes on a line parallel to the West line of Kentucky Avenue, a distance of 163.0 feet; thence Easterly by a deflection right of 89 degrees 27 minutes, a distance of 800 feet to the West line of said Kentucky Avenue (40 feet wide); thence Southerly on the line aforesaid by a deflection right of 90 degrees 33 minutes, a distance of 163.0 feet to the point of beginning; containing 2.993 acres, more or less.

to have and to hold unto said LESSEE on a year to year term so long as the real property hereinabove described is used as a part of and in connection with the delivery of comprehensive mental health center services, and in

consideration therefor LESSEE does agree to pay rental in the amount of One Dollar ($1.00) per year, the first payment being due and payable on the first day of the month following the execution of this lease, and a like sum on the first day of such month each year thereafter during the term of this lease. All sums due from LESSEE hereunder shall be payable in care of the Controller of the City of Fort Wayne, without relief from valuation or appraisal laws, at the City-County Building, City of Fort Wayne, State of Indiana, or such other place as LESSOR may designate in writing.

USE OF PREMISES

LESSEE does covenant and agree that said premises shall be used as a part of and in connection with the delivery of comprehensive mental health center services and for no other purpose.

LESSEE ACCEPTS PREMISES

LESSEE has examined said premises prior to and as a condition precedent to its acceptance and the execution hereof, and is satisfied with the physical condition thereof, and its taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, except as otherwise specified herein, and agrees and admits that no representation as to the condition of repair thereof has been made by LESSOR or its agent, which is not expressed or endorsed herein; and LESSEE likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by LESSOR or its agent.

TAXES, ASSESSMENTS, ETC.

LESSEE shall pay and discharge all existing and future taxes, assessments, duties, imposition, and burdens assessed, charged, or imposed, upon the premises or any erections thereon, or upon the owner or occupier in respect thereof, and shall deliver to LESSOR promptly proper and sufficient receipts and other evidence of the payment and discharge of the same.

BUILDINGS AND IMPROVEMENTS

LESSEE may at its own cost erect upon the premises hereinabove described a building to be used as a part of and in connection with the delivery of comprehensive mental health center services, together with ancillary buildings and improvements thereon as needed. any such building(s) and improvement(s) shall be of modern and substantial construction and shall conform to all building rules and regulations applicable to said premises. LESSEE shall execute and deliver to LESSOR at the commencement of any such construction a bond, in form and with one or more sureties satisfactory to LESSOR, conditioned for the indemnity of LESSOR against all mechanics' and other liens which may arise or be created in the erection of any such building or buildings, and that, when completed, such building or buildings and premises shall be free from all liens.

LIENS OR ENCUMBRANCES

LESSEE shall not suffer the premises or any erection or improvements thereon to become subject to any lien, charge, or encumbrance whatsoever, without the express written consent of LESSOR, and shall indemnify LESSOR against all such liens, charges, and encumbrances; it being expressly agreed that LESSEE shall have no authority, express or implied, to create any lien, charge, or encumbrance, without the express written consent of LESSOR, upon the premises or the improvements thereon.

INSURANCE

LESSEE shall at its own expense keep all improvements which may hereafter be erected upon said real estate during the continuance of this lease insured against loss by fire and extended coverage in one or more responsible company or companies to the satisfaction of LESSOR, in an amount not less than the full insurable value of any such buildings and improvements, which said company or companies shall be authorized to transact business in the State of Indiana, and maintain an agency in the City of Fort Wayne,

Indiana. LESSEE shall further hold LESSOR harmless and indemnify LESSOR against all claims, of whatever nature, arising out of any use of this property. All insurance shall be carried in the name of LESSEE. Copies of all insurance policies shall be given to LESSOR.

In case of loss of or damage to any building or improvement located upon the leased premises at any time during the life of this lease by fire or other cause against which any insurance is carried upon such improvement, all amounts received upon such policies of insurance in payment of loss shall be entirely devoted to and paid out for the replacing of the building, improvements or portion thereof damaged or destroyed.

DAMAGE OR DESTRUCTION

If any building or improvement, now or at any time during the life of this lease upon said premises, shall during the term of this lease, be injured or destroyed by fire or other cause, the LESSEE covenants and agrees, immediately after such loss, to begin the rebuilding, repairing or replacing of such building or improvement so injured or destroyed, and to complete the restoration or replacement of such injured or destroyed improvement within a reasonable time thereafter, and to restore or rebuild and replace such building or improvement or portion thereof substantially as it was before such injury or destruction.

LESSEE shall have the right, however, to replace any building or improvement so injured or destroyed by a building of different plan and construction, provided such new building or buildings shall be as good and substantial and constructed of as good and substantial materials as the building or improvements so injured or destroyed had been, and shall be of equal or greater value.

LESSEE shall pay all expense of such repair and construction and indemnify and keep LESSOR harmless from any and all costs and expenses of every kind and nature on account of such operations, subject to the terms and

conditions of this lease as they relate to original construction.

REPAIRS AND INDEMNITY

LESSEE will at its own expense keep any building and improvements in good, safe and secure condition, and will in all respects conform to and comply with all the municipal, state, or other governing laws, ordinances, rules and regulations which may affect and apply to said premises, and that it will keep and save LESSOR harmless from any penalty, damages, charges, costs and expense of any kind whatsoever imposed or in any way caused on account of the violation of any law or ordinance, whether occasioned by the neglect of LESSEE or any other person or persons, and will save LESSOR harmless from and will bear any loss, costs, damage or expense, including attorney fees, arising out of any accidents or other occurrences resulting in injury to any person or persons, or property and due directly or indirectly to the use or construction of said premises or any part thereof by LESSEE, or any person holding under it, or caused by LESSEE's failure to keep any of the agreements herein contained to be kept and performed by it.

ASSIGNMENT

LESSEE may assign this lease, with LESSOR's prior written consent, to any succeeding person, firm or corporation in charge of the operation of the comprehensive mental health center located on the leased property and the property adjacent to the leased property.

SURRENDER

At the termination of this lease, LESSEE shall surrender the premises with all buildings and improvements erected thereon and additions thereto in such repair and condition as shall be in accordance with the covenants herein contained.

LESSOR'S RIGHTS UPON DEFAULT

Should LESSEE at any time be in default in the payment of any sums due hereunder, no right of cancellation shall be available to LESSOR until LESSOR shall have notified LESSEE in writing by certified mail, return receipt requested, at LESSEE's regular mailing address, which is currently 909 East State Boulevard, Fort Wayne, Indiana 46805, allowing for thirty (30) days within which to cure said default.

It is expressly understood by the parties hereto in accordance with the provisions of Acts 1976, PL 158 of the General Assembly of the State of Indiana, Section 5, that upon any attempted use of the real estate for any purposes other than as described in said PL 158, all rights in the real estate shall revert to the State of Indiana.

It is agreed that the covenants, stipulations and conditions herein contained shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused these presents to be executed in duplicate this 27th day of August, 1986, by the proper officers of LESSEE, pursuant to the authorization and direction of its Board of Directors, and by LESSOR by its duly elected and qualified Mayor and its duly appointed and qualified Director of Public Works, Director of Administration and Finance, and Director of Public Safety, and attested by its duly elected and qualified City Clerk, with the seal of the City of Fort Wayne, State of Indiana, affixed hereto.

LESSOR: CITY OF FORT WAYNE

By _____
Winfield C. Moses, Jr.,
Mayor

_____
Director of Public Works

Cosette R. Simon, Director
of Administration and Finance

Lawrence D. Consalvos,
Director of Public Safety

ATTEST:

Sandra E. Kennedy,
City Clerk

LESSEE: PARK CENTER, INC.

By
Kenneth J. Clark,
President

ATTEST:

Patricia O. Parker,
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., to me known to be the Mayor of the City of Fort Wayne; Sandra E. Kennedy, known to me to be the City Clerk of the City of Fort Wayne; , known to me to be the Director of Public Works of the City of Fort Wayne; Cosette R. Simon, known to me to be the Director of Administration and Finance of the City of Fort Wayne; and Lawrence D. Consalvos, known to me to be the Director of Public Safety of the City of Fort Wayne, who as such elected and appointed officials of the City of Fort Wayne acknowledged the execution of the foregoing Lease, and affixed thereto the Seal of the City of Fort Wayne for the uses and purposes therein set forth.

WITNESS my hand and official seal this _____ day of _____, 1986.

Notary Public

County of Residence:_____

My Commission expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth J. Clark and Patricia O. Parker, known to me to be the President and the Secretary, respectively, of Park Center, Inc., an Indiana not-for-profit corporation, and acknowledged the execution of the foregoing Lease as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal this _____ day of _____, 1986.

_____
Notary Public

County of Residence:_____

My Commission expires:

_____

This Instrument prepared by:

Jerome J. O'Dowd
Attorney at Law
902 Commerce Building
Fort Wayne, IN 46802-2355

1719A

HI
76-104-27

IMPROVEMENT RESOLUTION

FOR STREET REPAIR

NO.6057-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve:

NEW KIRKWOOD PARK STREET REPAIR

1) Whitegate Dr.
2) Cabot Ln.
3) Roscommon Dr.
4) Hazelwood Ave.
5) Beacon St.

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 27th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY

ATTEST: Helen V. Gochenour
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/22/86

PROJ NEW KIRKWOOD PARK - STREET REPAIR RES. NO: 6057-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Pavement Removal (6")	3168	SY		
2.	6" Concrete Pavement	3168	SY		
3.	Top Soil	90	TON		
4.	Seed, Mulch & Fertlizer	250	SY		
5.	Casting Adjust	12	EA		

SUBTOTAL: $98,110.00
E&I: $9,811.00

TOTAL: $107,921.00

Sheet 1 of 1

HI 76-104-21
8/27/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and hereby resolves as follows:

BE IT RESOLVED, that H. James Haley is hereby designated by the Board, to serve as the Board's representative on the City Plan Commission.

IN WITNESS WHEREOF, these Resolutions have been passed and signed this 27th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

BY _____
Cosette R. Simon, Director
of Administration & Finance

ATTEST:

BY _____
H. James Haley, Acting
Director of Public Works

BY _____
Helen V. Gochenour
Clerk

37

HI 76-104-24
8/27/86

"Concordia Gardens Storm Improvement"
Resolution 426-1986

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

Bounded on the North by the North property line of Lots #308 and #309 of Goncordia Gardens Addition, Section "G"; bounded on the South by the South property line of Lots #274 and #275 of said Goncordia Gardens Addition, Section "G"; bounded on the East by the East property line of said Lots #274 and #309 and bounded on the West by the West property line of Lots #275 and #308 of said Goncordia Gardens, Section "G".

STORM SEWER
Beginning at an existing open ditch located 100± LF South of the Northwest corner of Lot #274 of said Addition; thence North along the meandering of said open ditch 250± LF terminating at a point approximately 125± LF North of the Southwest corner of Lot 309 of said Addition.

Said Storm Sewer shall be 6'x10' box culvert with all appurtenances.

And said sewer with all appurtenances shall be constructed in accordance with the plans, profiles, specifications now on file in the Department of the Board of Public Works & Safety of said Gity.

The cost of said storm sewer improvement shall be paid for by the Gity of Fort Wayne.

Adopted this 27th day of August 1986.

BOARD OF PUBLIG WORKS & SAFETY

By H. James Haley
H. James Haley, Acting Director

By Cosette R. Simon
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:
Helen Gochenour
Helen Gochenour, Glerk

HI 76-103-13
8/27/86

IMPROVEMENT RESOLUTION

FOR SIDEWALK

NO.6056-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve:

DELAWARE AVENUE (Both Sides) from St. Joseph Blvd. east to Kentucky Avenue and

TECUMSEH AVENUE From Tennessee Avenue north to Delaware Avenue

by replacing Sidewalks and addition of Yard Walks and Paraplegic Ramps

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 27th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY

James Hailey

Josette R. Emmons

ATTEST: Helen D. Hochenour
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/22/86

PROJ DELAWARE & TECUMSEH SIDEWALKS RES. NO: 6056-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	2700	SY		
2.	4" Concrete Sidewalk	24600	SF		
3.	6" Wingwalk with ramps (14)	2800	SF		
4.	Stone to Adjust Walk to Grade	285	TON		
5.	Catch Basin Type I-C (Set in Place	2	EA		
6.	Adjust Castings to Grade	6	EA		
7.	Top Soil	220	TON		
8.	Seed, Mulch & Fertlizer	1665	SY		
9.	Tree Removal 16"	1	EA		
10.	Tree Removal 24"	2	EA		
11.	Tree Removal 30"	5	EA		
12.	Tree Removal 36"	2	EA		
13.	Tree Removal 42"	2	EA		
14.	Tree Removal 48"	1	EA		

SUBTOTAL: $81,366.00
E&I: $8,136.60

TOTAL: $89,502.60

Sheet 1 of 1

FORT WAYNE WATER POLLUTION CONTROL UTILITY

HI 76-104-20
8/27/86

FORT WAYNE, INDIANA

GENERAL RULES AND REGULATIONS

In accordance with the statutes of the State of Indiana and Section 14-2 of the Fort Wayne Municipal Code, 1974, as amended, Sewers and Sewerage System, the Board of Public Works has established the following General Rules and Regulations for the safe, economical and efficient management and operation of the City's Sewage Utility, for the construction and use of sewers, building sewers, appurtenances, and connections to the sewerage system; for the regulation, collection and refunding of the rates and charges for sewerage service; and for the implementation of the provisions of said Chapter 14.

1. DEFINITIONS

For the purposes of these Rules and Regulations, words and terms shall have their ordinary and usual meanings.

Words and terms used herein shall have meanings as defined in either Fort Wayne Municipal Code, 1974, as amended, Chapter 14 or 24 as appropriate to the context used.

"Shall" means mandatory; "may" means permissible.

"Available" shall mean abutting the property, crossing the property, within any easement or public right-of-way abutting the property or within 300 feet of the property.

2. CONNECTION TO PUBLIC SANITARY SEWER

A requirement of the Fort Wayne Municipal Code is that every property in the City of Fort Wayne shall be required to connect to the Municipal Sewage System whenever a sanitary sewer is available for use. The connection to the Municipal Sewage System shall be made within 90 days after such sanitary sewer is available. It shall further be required that all Industry and Commercial accounts have a valid Wastewater Discharge Permit issued by the Water Pollution Control Plant. Said permit renewable every 4 years.

Those properties not abutting City sewer, but within 300 feet of a sewer, shall make arrangements through the Water Pollution Control Engineering Department to have sewer extended to their property. Connection to the new sewer may not be made until the main is accepted by the City, or a Prime Contractor's Release is executed by Water Pollution Control Engineering.

Notwithstanding the foregoing, the Board of Public Works may, on application and proof of economic hardship, extend the time within which such property shall be connected to the Municipal Sewage Sytstem.

3. BUILDING OR HOUSE SEWERS

A. No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit for the New Water and Sewer Permit Office, Room #480, City-County Building.

B. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City for any loss or damage directly or indirectly occasioned by the installation of the building sewer, including back water damages from the public sewer system.

C. A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and where no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

D. A building sewer shall not cross the property of another private owner unless such private owner has granted an easement for such building sewer which is duly recorded in the office of the Allen County Recorder.

E. Existing building sewers may be used in connection with new buildings only when they are found, upon examination and test, to meet the current code requirements for building sewers.

F. The installation of a building or house sewer shall comply with Chapter 24 and Division III, Section I, "Building Service Sewer," of GENERAL SPECIFICATIONS AND CONDITIONS, DETAIL SPECIFICATIONS, CONSTRUCTION STANDARDS FOR THE INSTALLATION OF STORM AND SANITARY SEWERS, of the City of Fort Wayne.

G. The City of Fort Wayne shall have no responsibility for the installation, maintenance and repair of building sewers, including joints and fittings.

H. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow into the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

I. No person shall connect any roof downspout, exterior foundation drain, or other source of surface runoff or groundwater to a building sewer or building drain which is connected either directly or indirectly to a sanitary sewer of the City.

J. The connection of the building sewer into the public sewer shall conform to the applicable rules and regulations of the City. All such connections shall be made gastight and watertight. Any deviation of the prescribed procedure or material must be approved by the Chief Water Pollution Control Engineer before installation.

K. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

L. No owner or occupant of any real property shall tap or drain either directly or indirectly into any public sewer until a sewer tap permit has been obtained from the City and until owner has satisfied the obligation to pay all assessments, reimbursements and pro rata shares of sewer extension costs laid against that property for public sewers which serve it. A sewer tap permit given in error shall not operate to nullify any such obligation that has been duly recorded nor estop the City from charging and collecting such costs at any subsequent time.

M. Notwithstanding the foregoing, the Utility may, in accordance with policies and procedures adopted by the Board of Public Works, from time to time, permit an owner or occupant to tap or drain into a public sewer and to defer, in whole or in part, payment of the obligation, upon the execution and delivery to the Utility of a note, mortgage, lien document or other evidence of obligation acceptable to the Utility.

N. All such deferred obligations shall be considered for the purposes of Indiana Code Sections 36-9-23-31 through 36-9-23-34 to be fees assessed against real property.

O. Installments of deferred obligations, including any finance charges or interest chargeable thereon, shall be deemed to be "charges for sewerage service" for the purposes of Articles VIII and IX of Chapter 24.

P. Sewer tap permits shall be obtained from the City's New Water and Sewer Permit Office and shall be issued only to licensed sewer tap contractors, who shall pay to the Sewage Utility a fee for each sewer tap permit. Not later than 48 hours after making each sewer tap and building of the sewer installation, the tap contractor or property owner shall notify the New Water and Sewer Permit Office of such connection so that an inspection may be made by the Utility prior to backfilling the said sewer installation.

Q. In cases of requests for connections to newly constructed mains, prior to acceptance by the Board of Public Works, a Prime Contractor's Release must be executed and granted through the WPC Engineering Department and submitted to the New Water and Sewer Permit Office. Upon satisfaction of all other requirements, a permit for connection may be issued.

R. No person shall make use of a sewer tap or backfill or otherwise conceal a sewer installation unless and until the same has been inspected and approved by the Utility. In addition to all other remedies, the Utility may cause the said installation of sewer tap to be excavated and exposed, may terminate the connection, and may require the owner or occupant to pay or reimburse the Utility for its costs and expenses in such excavation, exposure, termination, reconnection and restoration. Such costs and expenses shall be considered as charges for sewerage treatment services and may be collected in accordance with the provisions of Indiana Code 36-9-23-31 through 36-9-23-34 and Article IX of Chapter 24.

4. LICENSED SEWER TAP CONTRACTORS

A. In order to maintain strict control and quality of the sewerage system, all contractors and/or plumbers who connect, install, repair and/or replace a sanitary or storm sewer tap shall be required to have a valid sewer license or registration to do work with the City. Examinations shall be required for new applicants and those whose licenses have expired for more than one year.

B. Plumbers currently licensed with the State of Indiana may register with the New Water and Sewer Permit Office as a building sewer contractor, and upon registration shall be exempt from examination.

C. The examination will require the knowledge of installation, workmanship, materials, safety and health regulations, liability, City Standards and Specifications, Fort Wayne Municipal Code Chapter 24, and any other necessary information to determine the experience and knowledge of the contractor to install a building sewer. A score of seventy percent (70%) shall be required in order to pass the examination. There shall be a one week time interval before the applicant can repeat the examination.

D. After successfully passing the examination, or being exempted therefrom, the Contractor may purchase a license for the current calendar year, renewable annually on the first day of each succeeding year, to install building sewer and surface water sewer taps.

E. An annual fee of $50.00 shall be paid to the New Water and Sewer Permit Office by each licensed sewer tap contractor.

F. The contractor shall post a Performance Bond and Certificate of Liability Insurance with the City of Fort Wayne.

G. The contractor must have public liability insurance, having at least $50,000 per person, $100,000 per accident, and $10,000 property damage. A performance bond of at least $5,000 is required of the contractor. A certificate of the liability insurance coverage and the performance bond must be on file with the New Water and Sewer Permit Office, Room #480, City-County Building.

5. EXTENSION OF CITY'S SEWERS

A. All new developments, subdivisions, apartment complexes, shopping centers, hotels, restaurants, or any other commercial or industrial development shall include adequate sanitary and storm systems.

B. If adequate public sewers do not exist, the developer shall extend or cause to be extended adequate public sewers. Plans for any public sewer extension must be approved by the City's Water Pollution Control Engineering Department. All extensions must be designed in accordance with the current sewer design criteria, City and County, and must be constructed in accordance with the City's Standards and Specifications in compliance with "Ten State Standards."

C. Review of the plans and inspection prior to and during construction by the Water Pollution Control Engineering Department shall be at the expense of the developer. The charge to the developer for review and approval of the sewer plans and inspection during installation of the sewers shall be based on the actual hours expended on such review and inspection, multiplied by the prevailing hourly rates for such work.

D. No person shall make use of a sewer extension or backfill or otherwise conceal a sewer installation unless and until the same has been inspected and approved by the Utility. In addition to all other remedies, the Utility may cause the said installation to be excavated and exposed, may terminate the connection, and may require the developer or contractor to pay or reimburse the Utility for its costs and expenses in such excavation, exposure, termination, reconnection, and restoration.

6. LIMITATION OF CONCENTRATIONS PERMITTED IN INDUSTRIAL WASTES

A. In accordance with the provisions of Section 24-16-113 of the Municipal Code of 1974, as amended, the Board of Public Works in order to protect the operation of the Water Pollution Control Plant, the disposal of its sludges, and its discharge to the receiving stream, hereby limits the discharger of toxic ions, compounds, and substances entering the City's sewage system not to exceed the concentrations listed below:

Constitutent	Concentration (mg/l)
Arsenic	0.10
Barium	2.00
Cadmium	0.70
Chlorine	10.00
Chromium(Hexavalent)	0.50
Chromium(Total)	4.00
Copper	2.00
Cyanide	1.20
Flouride	0.5
Lead	0.60
Manganese	1.00
Mercury	0.01
Nickel	2.00
Phenol	1.00
Selenium	0.02
Silver	0.30
Sulfide	10.00
Tin	2.00
Zinc	5.00

7. SEPTIC TANK CLEANINGS AND INDUSTRIAL WASTES ACCEPTED AT THE TREATMENT PLANT

A. Wastes that can be treated in digesters: Septic tank cleanings, milk whey and other wastes acceptable to the Superintendent of the Water Pollution Control Plant for treatment in the plant digesters

from waste hauler trucks will be handled by the Treatment Plant for charges set out in Section 24-34, Chapter 24, Sewers and Sewerage System, Fort Wayne Municipal Code, 1974, as amended.

B. Wastes that cannot be treated in digesters: Commercial or industrial wastes acceptable to the Superintendent of the Water Pollution Control Plant, but which are not acceptable for treatment in the plant digesters (i.e. which must go to lagoon or other disposal), and wbich are received from waste hauler tank trucks, will be handled by the Treatment Plant on an individual contract basis as approved by the Superintendent and the Board of Public Works, at a charge adequate to reimburse the Utility for materials, labor, and overhead costs estimated to dispose of such wastes.

8. MAJOR INDUSTRIAL USER

A. When an industry has been determined by the Superintendent to be a "Major Industrial User," the Superintendent shall notify such industry and require the installation, within 120 days, of flow metering equipment for the purpose of determining the sewage flow or flows to the municipal sewer.

B. The specifications for any flow metering device and plans for installation shall be submitted and approved by the Superintendent prior to its installation.

C. The cost of, and responsibility for, installation and maintenance of such equipment shall be determined by the Board of Public Works.

D. The Board of Public Works may, upon application and proof of economic hardship or other reason, extend the time within which such equipment must be installed.

9. CONTROL MANHOLES

A. Any owner who discharges or may discharge industrial wastes into a public sewer via any means such as floor drains, sinks, catch basins, etc., shall be required by the Superintendent to construct and maintain, at his own expense, one or more control manholes, at a specified location or locations, to facilitate the observation, measurement, and sampling of owner's waste. Such manholes shall be constructed in accordance with the standards and specifications of the City. The Superintendent may also require the person to install and maintain in any such manhole, at said person's expense, an approved volume-measuring device. Plans and/or shop drawings for the installation of control manholes and related equipment shall be approved by the Superintendent before any construction is begun.

B. Any building sewer wbich will have or has the potential of discharging prohibited wastes and/or wastes in excess of normal domestic sewage shall have a Control Manhole installed in accordance with either the "Specifications and Standard Drawings," revised 1980, of the Water Pollution Control Utility or an approved equal.

C. The Utility has deemed it necessary to require the installation of a Control Manhole in all building sewer lines where the Superintendent has determined that any of the following conditions exist:

1. Abnormal maintenance of the sewer has been required to prevent and/or correct the occurrence of blockages, back-ups, etc., which have resulted in property damage; and evidence indicates that the abnormal maintenance is the result of the discharge of wastes in excess of limitations set forth in the Fort Wayne Municipal Code.

2. There exists a concentration of persons discharging wastes into a public sewer through a building sewer or sewers not having Control Manholes.

3. The results of laboratory analysis have demonstrated that the strength of wastes being discharged into the public sewer are in excess of limitations set forth in the Fort Wayne Municipal Code.

D. The Superintendent shall notify, in writing, any person who has been identified to be in violation of any of the above mentioned conditions and shall require such person or persons to install one or more Control Manholes.

E. Following notification, a Control Manhole shall be installed within 120 days.

F. Control Manholes shall be located upon private property, shall receive all wastes from the property and shall be readily accessible to representatives of the Utility in order to facilitate observations, measurement, and sampling of the waste being discharged.

G. The cost of and responsibility for installation and maintenance of Control Manholes and flow-metering equipment shall be determined by the Board of Public Works.

H. The Board of Public Works may, upon application and proof of economic hardship or other reason, extend the time within which such equipment must be installed.

10. GREASE AND SAND TRAPS

A. Whenever the Superintendent determines that interceptors or traps are needed to protect the sewerage collection system or the Sewage Treatment Plant from grease, oil, sand, or similar substances occurring in the user's sewage and so notifies the user, then such traps shall be promptly installed by the user, on owner's lines, at owner's expense and shall be so maintained by owner that none of such substances can be carried over into the public sewers. All traps or interceptors shall meet the City's standards as to construction, location, and installation.

B. Any building sewer which will have or has the potential of discharging waste containing grease, oil, sand or similar substances, having quantity and characteristics above that of a normal single family residence waste, shall have a grease and/or sand trap installed in a manner to provide, at all times, the effective removal of grease, oil, sand or similar substances before discharge to the public sewer.

C. The Utility has deemed it necessary to require the installation of a grease and/or sand trap in either the building sewer or within the building's plumbing system in accordance with the "Uniform Plumbing Code," Latest Edition, Chapter 7, minimum requirements where the Superintendent has determined that any one of the following conditions exist:

1. Abnormal maintenance of the sewer has been required to prevent the occurrence of blockages, back-ups, etc., resulting in property damage; and evidence indicates that the cause of this abnormal maintenance is the result of the discharge of prohibited wastes and/or wastes in excess of limitations set out in the Fort Wayne Municipal Code.

2. There exists a concentration of persons discharging prohibited wastes into a public sewer without the benefit of any grease, and/or sand trap.

3. The results of laboratory analysis have demonstrated that the strength of wastes being discharged into the public sewer are in excess of the limitations set out in the Fort Wayne Municipal Code.

D. The Superintendent shall notify, in writing, any person who has been identified to be in violation of any of the above mentioned conditions and shall require such person or persons to install grease and/or sand trap.

E. Following notification, the grease and/or sand trap shall be installed within 120 days.

F. The cost of, and responsibility for installation and maintenance of grease and sand traps shall be determined by the Board of Public Works.

G. The Board of Public Works may, upon application and proof of economic hardship or other reason, extend the time within which such equipment must be installed.

11. SERVICE CHARGES

A. General

1. Charges for sewerage service shall be computed and billed by the General Office of the City Utilities. Bills shall be rendered approximately monthly, unless additional billing is

required to reflect customer changes, meter changes, service terminations, initial billings, or is otherwise required to adjust billing cycles.

2. Billings for sewerage service shall be rendered with and shall be due and payable on the same due date as billings for water service to the same premises, if any, and if none, then within such billing cycle as the Utility may determine.

3. Charges for sewerage service shall be billed to the person being billed for water service, if any, unless by contract with the Utility, another person assumes responsibility for payment. Notwithstanding billing to, and assumption of responsibility by any person, charges for sewerage service shall remain the responsibility of the owner of the real estate, who shall hold the Utility harmless from any loss occasioned by the delinquency of the person billed, including all penalties, recording fees, attorney's fees, interest and court costs, if any.

4. The owner of the real estate shall upon request to the Customer Service Department have the right to examine the Utility's records of billing and collection to ascertain whether such charges have been paid, and the amount thereof.

5. Nothing herein contained shall permit the owner, or any person other than the person being billed, to inspect, examine or otherwise obtain confidential information including the income, employment, finances, or social security number of the person being billed.

6. Charges for sewerage service shall be due and payable on or before the due date stated on the bill. Any charge for sewerage service not paid by the due date shall be delinquent, and may be collected, with any applied penalty, recording fees, service charges, attorney's fees, interest and court costs, if any, in accordance with Chapter 24 and with Indiana Code Sections 36-9-23-31 through 36-9-23-34.

7. The rates, charges and surcharges shall extend to and cover any additional premises hereafter served, without hearing or notice. If the first billing to a new user covers a period other than a full billing month, then the charges for sewerage service for such billing shall be made in accordance with standard practice employed by the City's Water Utility.

8. Sewer billing shall commence with the billing for water service (the meter set date or date of occupancy whichever shall first occur).

9. In the event the sewer user is not a metered water customer, flat charges shall be imposed and charged as follows:

   a. Residential - flat charges as established for in-City or out-of-City service; multi-family dwellings shall be

billed at the appropriate flat rate multiplied by the number of units accommodated.

b. Commercial and Industrial - the Water Pollution Control Plant Superintendent, or his designated representative, shall determine whether the account shall be billed on a flat rate or whether a water or sewerage meter is required. Such flat charges shall be determined by the superintendent or his designee. Any required meters shall be installed at the owner's expense.

c. The Utility shall retain documentation supporting its estimates and the billings based thereon. Such determination of billings may be reviewed and adjusted by the Utility at any time. However, no adjustment, additional charge or refund may be made more than six (6) years after the due date of the billing sought to be adjusted.

10. Any property found to be connected to a public sewer for the discharge of sewage without payment therefor shall be placed on monthly billings immediately, and the user of the service shall be back-billed for the period of use either at the metered use charge or the monthly flat charge set out in Chapter 24, Sewers and Sewerage System, of the Fort Wayne Municipal Code.

11. Any property which has a public sewer available but is not connected thereto shall be referred to the City-County Board of Health for enforcement of applicable sanitary codes requiring connection to such public sewer.

B. DELINQUENCIES

1. A penalty of ten percent (10%) of the amount of the charges for sewerage service shall be attached to the delinquent charges.

2. Where the property having a delinquent account for charges for sewerage service is served by the City's Water Utility, the Utility may, after reasonable notice to the person being billed, shut off water service to the property. Water service shall not be restored until the delinquent account, together with the costs of turning off and turning on the water, shall have been paid.

3. Delinquent charges for sewerage services, and applied penalties, recording fees, and service charges may be made a lien upon the property and may be collected in accordance with the provisions of Indiana Code 36-9-23-32 and 36-9-23-33.

4. In addition to all other remedies provided, the Utility may, after reasonable notice to the person being billed, terminate sewerage service to the property. Sewerage service shall not be restored until the delinquent account, together with the costs of terminating and reconnecting the sewer service, shall have been paid.

5. In addition to the foregoing remedies, the Utility may recover the amount of the charges for sewerage services, penalty, and a reasonable attorney's fee in a civil action, and may foreclose a lien established by Chapter 24 in accordance with Indiana Code 36-9-23-34.

12. ENFORCEMENT

In accordance with Section 24-6 of the Fort Wayne Municipal Code, 1974, as amended, the power to enforce the provisions of Chapter 24 of the Fort Wayne Municipal Code shall be vested in the Superintendent of the Water Pollution Control Plant through the Industrial Waste Supervisor and such deputies as they, with the approval of the Board of Public Works, may appoint.

1. Issue Notice of Violations.
2. Call Administrative Hearings for the Purpose of establishing compliance shcedules.
3. Issue direct court summons.
4. Forward complaints of non-compliance to the City Attorney.
5. Issue Wastewater Discharge Permits.

13. ENFORCEMENT PROCEDURE

It shall be the policy of the City of Fort Wayne in accordance with Section 24-6 of the Municipal Code, 1974, as amended, to enforce the provisions of Chapter 24, Sewers and Sewerage System, of said Municipal Code in the following manner. Contractually specified enforcement procedures which conflict with any portion of this Section shall take precedence over the conflicting portion of said Section.

1. Notice of Violation: All persons found to be in violation of any portion of Chapter 24 fo the Fort Wayne Municipal Code, 1974, as amended, shall be served with a written "Notice of Violation" by the Water Pollution Control Plant Superintendent through the Industrial Waste Supervisor and such deputies as they, with the approval of the Board of Public Works, may appoint, stating the nature of the violation or violations and providing a reasonable period of time within which corrective action shall be taken, except where continuation of the violation or violations may endanger operating or maintenance of the Sewers and Sewerage System or may become a public nuisance.

2. Administrative Hearing: Violators failing to respond to the "Notice of Violation" shall be called before an Administrative Board of Hearing. An attempt will be made to resolve the matter in an equitable fashion and an Administrative Order will be drawn up specifying a schedule of compliance and/or a compliance date.

   The Administrative Board shall consist of the Superintendent, Supervisor of Industrial Waste or designated representative, an Associate City Attorney, and a Recording Secretary.

3. Court Action: Violations of Administrative Orders shall be referred immediately to the City Attorney, for enforcement in the Court of Jurisdiction. The referral shall include a request for the pursuit of the maximum penalty applicable under Section 24-6 of the Fort Wayne Municipal Code 1974, as amended.

14. RIGHT OF APPEAL

Any party aggrieved by an order or determination of the Water Pollution Control Plant, may, within 15 days after receipt of a notice informing such party of the decision or order, appeal such decision or order to the Board of Public Works of the City of Fort Wayne by filing a petition seeking such appeal with the Secretary of the Board of Works stating the basis of such appeal, including the alleged error in the decision or order. After receipt of such petition the Board of Public Works, after due and proper notice to all parties, shall hold a hearing on said petition, and at the conclusion thereof, or within 30 days thereafter, enter a decision either affirming, denying, revising, amending, altering, or modifying such decision or order as the Board of Public Works, by majority vote, shall so rule. A party or person aggrieved by the Board of Public Works shall have the right to judicial review of such determination in accord with and pursuant to the same provision of the Indiana Administrative Adjudication Act (4-22-1-14 et seq.) as are applicable to appeals and review of decisions of agencies of the State of Indiana.

15. PUBLIC NOTIFICATION

Under the provisions of 40 CFR 403.8 (f) (2) (viii), the City shall annually publish in the local newspaper, a list of Industrial and/or commercial users who have significantly violated Chapter 24 of the Fort Wayne Municipal Code or any State or Federal Pretreatment Standard. A significant violation shall mean a violation which (1) remains uncorrected 45 days after notification of noncompliance; (2) which is part of a pattern of noncompliance over a 12 month period; (3) which involves a failure to accurately report noncompliance or (4) which resulted in the Water Pollution Control Plant excercising its emergency authority under 40 CFR 403.8 (f)(1)(iv)(B).

16. SUBMISSION OF DATA ON INDUSTRIAL WASTE

In accordance with Section 24-18, Chapter 24 of the Municipal Code of the City of Fort Wayne 1974, as amended, all industries effected by Federal categorical standards shall file with the Superintendent a priority pollutant scan for Total Toxic Organics (TTO's) at least biannually or whenever a process change occurs, whichever occurs first.

17. PRESENT RULES SUPERCEDE PRIOR RULES

All rules and regulations heretofore promulgated by the Utility governing the service supplied by the Utility are superceded and replaced by the foregoing Rules and Regulations of the Water Pollution Control Utility and/or other specifications, rules and regulations referred to herein and made a part hereof.

18. REMEDIES NOT EXCLUSIVE

The remedies provided to the Utility by these Rules and Regulations shall not be exclusive and shall be in addition to all other remedies which the Utility has in law or equity.

19. AMENDMENTS AND REVISIONS

The Board of Public Works of the City of Fort Wayne, Indiana reserves the right, by appropriate action, to amend, modify, delete, change or otherwise revise these Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

Approved by the Board of Public Works in their regular meeting.

BOARD OF PUBLIC WORKS

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

APPROVED AS TO FORM AND LEGALITY

ASSOCIATE CITY ATTORNEY

ATTEST:

Helen V. Gochenour, Clerk

Effective: 8/27/86

STATE of INDIANA

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

July 1, 1986

VIA CERTIFIED MAIL

Hon. Winfield Moses, Jr.
Mayor of Fort Wayne
City-County Building
One Main Street
Fort Wayne, IN 46802

Dear Mayor Moses:

Re: NPDES Permit No. IN 0032191

The modification of the above-referenced discharge permit has been processed in accordance with Sections 402 and 405 of the Federal Water Pollution Control Act as amended by PL 92-500 and PL 95-217, (33 U.S.C. 1251, et seq.), and Public Law 100, Acts of 1972, as amended (IC 13-7, et seq., the "Environmental Management Act"). This modification contains the requirement to operate the pretreatment program and additional monitoring and reporting conditions.

The enclosed NPDES Permit Amendment covers your existing NPDES Permit No. IN 0032191. All discharges from the referenced facility shall be consistent with the terms and conditions of this permit, as amended. Note that any appeal must be filed under procedures outlined in 330 IAC 5-16 and the enclosed public notice. The appeal must be initiated by filing with the Indiana Department of Environmental Management a request for an adjudicatory hearing within 15 days of receipt of this letter.

Sincerely,

Jane Magee

Jane Magee
Assistant Commissioner
Office of Water Management

JMC/jp
Enclosure
cc: Chief, Permit Section, U.S. EPA
Neil Whistler, Superintendent
Fort Wayne Water Pollution Control Plant

Permit No. IN 0032191

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

AMENDED AUTHORIZATION TO DISCHARGE UNDER THE

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the Federal Water Pollution Control Act, as amended by PL 92-500 and PL 95-217, (33 U.S.C. 1251 et seq.; the "ACT"), and Public Law 100, Acts of 1972, as amended (IC 13-7 et seq.; the "Environmental Management Act"), the National Pollutant Discharge Elimination System (NPDES) discharge Permit No. IN 0032191, issued February 27, 1985, to the City of Fort Wayne, located at Fort Wayne, Indiana, is hereby amended by the addition of 6a, 6b, 11a, and 11b of 13. The additional pages establish conditions for the operation of a local pretreatment program by the permittee.

All terms and conditions of the existing permit not modified by this document will remain in effect. Further, any existing term or condition which this modification will change will remain in effect until any legal restraint to the imposition of this modification has been resolved.

This amendment shall become effective on the date of the signature.

This amendment shall expire at midnight, January 31, 1991.

Signed this 2nd day of July, 1986, for the Indiana Department of Environmental Management.

David A. Kramer for

Nancy A. Maloley
Commissioner

PC
WPC 47eR
4/29/86

2. Pretreatment Program Limitations and Monitoring Requirements

a. The permittee shall sample and analyze the influent to the POTW and effluent Outfall 001 for the pollutants listed in paragraph b, below monthly for a period of six months. The results of the analyses shall be reported to this office every month to the attention of the Pretreatment Group. At the end of the six month period this office will evaluate the data and may modify the conditions listed in 2.b. as appropriate.

b. During the period beginning on the effective date of this permit, and continuing until the expiration date, the influent shall be monitored and the effluent from Outfall 001 shall be limited and monitored by the permittee as follows:

Pollutant	Influent Values+ Daily Maximum mg/l	Effluent Limits* Daily Maximum mg/l	Monitoring Requirements Monitoring Frequency	Sample Type
Cd	0.01	0.02	2x Monthly	24-Hr. Comp.
Cr	0.18	0.25	2x Monthly	24-Hr. Comp.
Cu	0.13	0.02	2x Monthly	24-Hr. Comp.
CN	0.05	0.025	2x Monthly	24-Hr. Comp.
Pb	0.06	0.05	2x Monthly	24-Hr. Comp.
Hg	0.0003	0.0005	2x Monthly	24-Hr. Comp.
Ni	0.09	0.05	2x Monthly	24-Hr. Comp.
Zn	0.24	1.0	2x Monthly	24-Hr. Comp.

*The effluent samples shall be taken one detention time later than the influent samples.

c. During the same period as in paragraph b., above, the permittee shall monitor the sludge generated by the treatment facility for the parameter listed. Sludge samples shall be taken once every two months by the grab sample method and shall be analyzed immediately. Results of the analyses shall be reported to the Pretreatment Group, Permits Section. The results shall be reported on a wet weight basis (mg/l). Sludge samples shall be taken at the point of discharge from the sludge digester.

+The influent values in paragraph 2.b. above are not limitations, but are included in the permit to provide the municipality an indication of industrial non-compliance. Influent values are calculated from the ordinance limitations. An influent value may be more stringent than its corresponding effluent limitation. This occurs because the ordinance limitation is based on protecting sewage plant processes or the quality of municipal sludge while the effluent limitation is based on protecting the water quality of the receiving stream.

d. During the same period as in paragraph b, above, the permittee shall conduct a semiannual inventory of organic pollutants and shall identify and quantify additional organic compounds which occur in the influent, effluent, and sludge. The analytical report shall be sent to the Pretreatment Group. The inventory shall consist of:

1. Sampling and analysis of influent and effluent

Sampling shall be conducted on a day when industrial discharges are occurring at normal or maximum levels. The samples shall be 24-hour flow proportioned composites, except for volatile organics, which shall be taken by appropriate grab sampling techniques. Analysis for the U.S. EPA organic priority pollutants shall be performed using U.S. EPA methods 624 and 625.

2. Sampling and analysis of a sludge sample

Sampling collection, storage, and analysis shall conform to the U.S. EPA recommended procedures. Special sampling and/or preservation techniques will be required for those pollutants which deteriorate rapidly.

In addition to the priority pollutants, a reasonable attempt shall be made to identify and quantify the ten most abundant constituents of each extract (excluding priority pollutants and unsubstitued aliphatic compounds) shown to be present by peaks on the total ion plots (reconstructed gas chromatograms) more than ten times higher than the adjacent background noise. Identification shall be attempted through the use of U.S. EPA/NIH computerized library of mass spectra, with visual confirmation by a experienced analyst. Quantification may be based on an order to magnitude estimate based upon comparison with an internal standard.

The annual program effectiveness review should identify the additional steps necessary to determine whether the pollutants present interfere, pass through, or otherwise violate 40 CFR 403.2. Upon such determination, the report must also identify the steps taken to develop and enforce local limitation on industrial discharges for those pollutants. This is a requirement of 40 CFR 403.5.

PART III

Requirement to Operate
a Pretreatment Program

The permittee, hereinafter referred to as the "Control Authority," is required to operate an industrial pretreatment program as described in the program proposal approved by the Indiana Department of Environmental Management. To ensure the program is operated as approved, the following conditions and reporting requirements are hereby established:

The Control Authority (CA) shall:

1. Submit a schedule for implementation of its program within six (6) weeks after the issuance of this modification and report its progress in implementing the pretreatment program during each calendar month by the 28th day of the following month to the attention of the Pretreatment Group, Water Management, Indiana State Board of Health. This reporting requirement may be terminated by written notification from the Indiana Department of Environmental Management without public notice.

2. Within 90 days of the effective date of this permit modification, inform all Industrial Users (IUs), by certified mail, of their pretreatment program requirements as specified by the Sewer Use Ordinance. These include:

   a) the pollutants each particular IU is required to sample and analyze,

   b) the pollutant limitations,

   c) the type of samples to take,

   d) the frequency at which samples should be taken, and

   e) the reporting requirements.

3. Enforce the industrial pretreatment requirements, including industrial user discharge limits, of the municipal sewer use ordinance and discharge permits issued pursuant to the ordinance. In addition, the CA is required to report IUs that are in violation of the ordinance in April, July, October, and January. The report shall include a description of corrective actions that have or will be taken by the CA to resolve the violations. Send all reports to the attention of the Compliance Section of the Office of Water Management, Indiana State Board of Health Building, 1330 West Michigan Street, Indianapolis, Indiana, 46206.

4. Carry out inspection, surveillance, and monitoring requirements as described in its approved program which will determine, independent of information supplied by IUs, whether IUs are in compliance with the industrial user discharge limits and other applicable pretreatment requirements.

5. Publish a list of IUs that have significantly violated the municipal sewer use ordinance during the calendar year in the largest daily newspaper in the area in January of the following year.

6. Update the industrial survey annually and report any changes in the survey to the Indiana Department of Environmental Management by the 28th day of January each year.

7. Evaluate the effectiveness of the pretreatment program, including budget and personnel requirements, annually. Any significant proposed program modification shall be submitted to the Indiana Department of Environmental Management for approval. Hereinafter, a significant program modification shall include, but not be limited to, any change in the enabling legal authority to administer and enforce pretreatment program conditions and requirements, major modification in the program's administrative procedures or operating agreement(s), a significant reduction in monitoring procedures, a significant change in the financial/revenue system, and a significant change (including any relaxation) in the local limitations for toxicants enforced and applied to all affected industrial users of the sewage treatment works.

8. Comply with all confidentiality requirements set forth in 40 CFR Part 403.14 as well as the procedures established in the approved pretreatment program.

PC
WPC 47eS
4/15/86

MUN

NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES) PERMIT PROGRAM

PUBLIC NOTICE

Issuance of a Modification to the NPDES Permit to
Implement and Operate the Industrial Pretreatment Program

Indiana Department of Environmental Management
1330 West Michigan Street
Indianapolis, IN 46206
317/633-0795

Public Notice Number: 5I 6647 PTM

Public Notice Issued On: July 9, 198

Permit No.: IN 0032191

Name and Address of Permittee:

City of Fort Wayne Utilities
City-County Building
One Main Street
Fort Wayne, IN 46802

Name and Address of Facility Where Discharge Occurs:

Water Pollution Control Plant
2600 Dwenger Avenue
Fort Wayne, IN 46802

I. Permit Information

You are hereby notified that the Commissioner of the Indiana Department of Environmental Management issued a modification to the NPDES permit on July 2, 1986 to the above-named applicant to discharge wastewaters into the Maumee River in ALLEN County, Indiana. The permittee operates a municipal wastewater treatment plant. Plant operations result in an average discharge of 60.0 million gallons of wastewater per day of which 3.0 is from industrial sources. The permit authorizes the discharge for the following pollutants/parameters: cadmium, chromium, copper, cyanide, lead, mercury, nickel, and zinc, pursuant to applicable State and Federal law. The above-named State waters, into which the discharge is made, are classified for aquatic life and partial body contact in accordance with State water quality standards.

II. Appeal Procedures

Within fifteen (15) days after the date of publication of this notice, any person aggrieved by the issuance of the above-referenced permit may appeal in writing to the Indiana Department of Environmental Management for an adjudicatory hearing on the question of whether the permit has been issued in accordance with applicable law.

Such a written request for an adjudicatory hearing must:

1) state the name and address of the person making the request;

(2) identify the interest of the person making the request;
(3) identify any persons represented by the person making the request;
(4) state with particularity the reasons for the request;
(5) state with particularity the issues proposed for consideration at the hearing; and
(6) identify the permit terms and conditions which, in the judgment of the person making the request, would be appropriate to satisfy the requirements of the law governing permits of the type granted or denied by the Commissioner's action.

Any such request shall be mailed or delivered to:

Nancy A. Maloley, Commissioner
Indiana Department of Environmental Management
1330 West Michigan Street
Indianapolis, IN 46206

III. General Information

Copies of the issued NPDES permit, the permit application, and other related documents are on file and may be inspected in Room 334, Indiana State Board of Health Building, 1330 West Michigan Street, Indianapolis, Indiana, at any time between 9:00 a.m., and 4:00 p.m., Monday through Friday. Copies of this Public Notice and the proposed permit are available at the Indiana State Board of Health Building. These documents may be copied at a cost of 15c per page. Please bring the foregoing to the attention of persons whom you know would be interested in this matter.

L/Fort Wayne MON12M

HI 8/28/86

EMERGENCY RESOLUTION 76-102-1

WHEREAS, as a result of moving the City scale to the Lafayette Complex, the traffic flow of the heavy vehicles over the tank fills has caused the concrete to collapse causing damage to the tank fills;

WHEREAS, if the concrete is not repaired immediately, the damage to the tank fills will cause replacements of the tanks; and

NOW, THEREFORE, the Board of Public Works and Safety hereby declares an emergency does exist and orders the Purchasing Department to issue a purchase order to Jack Hildebrand, in the amount of $11,850., the lowest quote of two quotes:

Jack Hildebrand	$11,850.
Gasoline Equipment	$12,000.

to perform the necessary work.

H. James Haley

H. James Haley, Acting Director
Board of Public Works

Cosette R. Simon

Cosette R. Simon, Director
Administrative and Finance

Lawrence D. Consalvos, Director
Board of Public Safety

DATE:
August 28, 1986

ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

HI 76-101-26
8/20/86

PROPOSAL

S. E. Johnson Company
Contractors

Dailey Division
6112 Constitution Drive, Suite 108
Fort Wayne, Indiana 46804

NAME	PHONE	DATE
City Utilities		May 13, 1986
STREET: City-County Building, One Main Street	JOB NAME: RS-16026	
CITY, STATE AND ZIP CODE: Fort Wayne, Indiana 46802	JOB LOCATION: Clinton Street	

SPECIFICATIONS Attn: Mr. Larry E. Deibert, Water Maintenance

Manhole Castings

1. Remove your castings in Clinton Street.
2. Lower them to allow the cold planer to grind the asphalt surface.
3. After the wedge and level course is placed, we will adjust them to grade and place a new cement concrete base around the casting.

The cost of this work complete shall be.....$272.00

Water Valve Adjustable Castings.

1. Remove the asphalt and concrete around the adjustable valve box and lower same.
2. After the wedge and level course has been placed, we will remove the asphalt , adjust the casting and pour a concrete collar.

The cost of the water valve box adjustment complete shall be.....$115.00 each.

The S. E. Johnson Company hereby proposes to furnish the material, equipment and labor to complete the above specified project for the sum of: as noted above dollars ($).

The S. E. Johnson Company warrents that all material will be as specified and all work will be completed in a workmanlike manner according to standard practices.
This proposal is valid for 5 days after the above date.
Any alterations or additions to the work requiring extra cost will be undertaken after written orders from the owner and may result in an extra charge over and above the estimate.
The owner will be required to carry fire, flood, tornado and other necessary insurance.
The owner is responsible for the marking of all utility, gas, water and other underground lines and structures. The owner is responsible for any damage and repair costs to unmarked or incorrectly marked underground items.
All agreements contingent upon strikes, accidents or delays beyond our control.

Signature Gaylord H. Widner Gaylord H. Widner, Division Manager

I, the undersigned, agree to all terms and conditions of the proposal as stated herein.

Date 8-1986 Signature [signature] Title Director

HI 76-101-33
8-20-86

UTILITY AGREEMENT

The CITY OF FORT WAYNE, INDIANA

and its BOARD OF PUBLIC WORKS AND SAFETY

hereinafter referred to as the Board, and Indiana & Michigan Electric Company (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of lines, poles, underground facilities and other appurtenances located at the following described location ON EAST STATE BOULEVARD FROM 700 FEET WEST OF HOBSON ROAD TO 600 FEET EAST OF HOBSON ROAD

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Keister, Chairperson

Cosette D. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 8-20-86

INDIANA & MICHIGAN ELECTRIC CO.

BY- J.A. Delaney

Authorized representative of Permittee

Date:

NI 76-101-33

UTILITY AGREEMENT

The CITY OF FORT WAYNE, INDIANA

and its BOARD OF PUBLIC WORKS AND SAFETY .

hereinafter referred to as the Board, and Comcast Cable (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of lines, poles, underground facilities and other appurtenances located at the following described location ON EAST STATE BOULEVARD FROM 700 FEET WEST OF HOBSON ROAD TO 600 FEET EAST OF HOBSON ROAD

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Keister, Chairperson

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 8-20-86

Brad Sanders Comcast Cable
Authorized representative of Permittee

Date: 8-14-86

HI 76-101-33

UTILITY AGREEMENT

The CITY OF FORT WAYNE, INDIANA

and its BOARD OF PUBLIC WORKS AND SAFETY

hereinafter referred to as the Board, and Indiana & Michigan Electric Company (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of lines, poles, underground facilities and other appurtenances located at the following described location ON EAST STATE BOULEVARD FROM 700 FEET WEST OF HOBSON ROAD TO 600 FEET EAST OF HOBSON ROAD

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2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

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6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Keisten, Chairperson

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 8-20-86

INDIANA & MICHIGAN ELECTRIC CO.

BY- J.A. Delaney

Authorized representative of Permittee

Date:

NI 76-101-33

Sheet 1 of 3

UTILITY AGREEMENT

The CITY OF FORT WAYNE, INDIANA

and its BOARD OF PUBLIC WORKS AND SAFETY

hereinafter referred to as the Board, and General Telephone Company of Indiana, Inc (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of lines, poles, underground facilities and other appurtenances located at the following described location ON EAST STATE BOULEVARD FROM 700 FEET WEST OF HOBSON ROAD TO 600 FEET EAST OF HOBSON ROAD

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

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5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

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Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Keister, Chairperson

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:
Helen D. Gochenour
Clerk 8-20-86

ATTEST:

Kathleen L. Moore

Kathleen L. Moore, Clerk-Typist

Date: August 21, 1986

General Telephone Company
of Indiana, Inc.

D. A. Ahlersmeyer

Dan A. Ahlersmeyer
Engineering Supervisor-Network Facilities

Date: 8/21/1986

UTILITY AGREEMENT

The CITY OF FORT WAYNE, INDIANA

and its BOARD OF PUBLIC WORKS AND SAFETY

hereinafter referred to as the Board, and NIPSCO (gas) (utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of gas mains, underground facilities and other appurtenances

located at the following described location ON EAST STATE BOULEVARD FROM 700 FEET WEST OF HOBSON ROAD TO 600 FEET EAST OF HOBSON ROAD

are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

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Sheet 3 of 3

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Keister, Chairperson

Cosette R. Simmon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk
Board of Public Works

Date: 8-20-86

Authorized representative of Permittee

Date: 8/2/86

43

HI 8/24/86

RESOLUTION NO. 76-97-10

BE IT RESOLVED, by the BOARD OF PUBLIC WORKS & SAFETY of the CITY OF FORT WAYNE, INDIANA, that Cosette R. Simon _____ of the BOARD OF PUBLIC WORKS & SAFETY, is hereby designated to be authorized signatory in behalf of the CITY OF FORT WAYNE on any instruments or documents pertaining to USEPA GRANTS.

The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the CITY OF FORT WAYNE.

APPROVED this 20th day of August, 1986

A true copy is incorporated herein.

David J. Kiester, Director
Public Works

Cosette R. Simon, Director
Administration & Finance

Lawrence D. Consalvos, Director
Public Safety

ATTEST:
Helen V. Gochenour, Clerk

HI 76-100-31
8/20/86

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO.6054-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve:

1) PLAZA DRIVE from the south property line of Colerick Street to the north property line of Drexel Avenue for the purpose of constructing new curbs, sidewalks, drive approaches, alley approaches and wingwalks.

2) CENTRAL DRIVE from the south property line of Colerick Street to the north property line of Drexel Avenue for the purpose of constructing new sidewalks, drive approaches, alley approaches and wingwalks.

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 20th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiel

Rosette R. Smith

J. D. Conrad

ATTEST: Helen D. Jackenson
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 8/18/86

PROJ 1986 BOND ISSUE - PLAZA DR. & CENTRAL DR. RES. NO: 6054-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Curb Removal	1586	LF		
2.	Concrete Removal	2002	SY		
3.	Concrete Curb Type III	1540	LF		
4.	Private Drive Approaches 6"	143	SY		
5.	Alley Approaches 8"	66	SY		
6.	Concrete Sidewalks & Yd.Walks 4"	15890	SF		
7.	Concrete Wingwalks & Ramps 6"	1841	SF		
8.	Catch Basins Type I-C	4	EA		
9.	Catch Basins Abandon	4	EA		
10.	Structures Adj. To Grade	2	EA		
11.	R.C.P. Cl IV (Incl.Backfill) 12"	50	LF		
12.	Asphalt Patching	163	TON		
13.	Fine Grade & Seed	1870	SY		
14.	Backfill Behind Curbs	160	TON		
15.	Top Soil	168	TON		

SUBTOTAL: $92,204.80
E&I: $9,220.48

TOTAL: $101,425.28

Sheet 1 of 1

Owner

THE AMERICAN INSTITUTE OF ARCHITECTS 76-96-11
8/13/86

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the first (1st) day of May in the year of Nineteen Hundred and eighty-six (1986)

BETWEEN the Owner: City of Fort Wayne
Board of Public Works
City-County Building, 9th floor
One Main Street
Fort Wayne, In 46802

and the Architect: Schenkel & Shultz, Architects/Engineers
a Division of Schenkel & Shultz, Inc.
3702 Rupp Drive
Fort Wayne, IN 46815

For the following Project:
(Include detailed description of Project location and scope.)

Design and planning of city departmental executive offices on the ninth floor as well as the design and planning on the third floor of the displaced departments from the ninth floor of the City-County Building.

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 1S as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.S.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

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1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

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1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

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with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- **.1** 20 percent if termination occurs during the Schematic Design Phase; or
- **.2** 10 percent if termination occurs during the Design Development Phase; or
- **.3** 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of NO dollars ($0000000)

shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 1S as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

Compensation shall be on an hourly basis as if it were additional services for a not to exceed amount of fifteen hundred dollars ($1,500.00).

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:		percent (%)
Design Development Phase:		percent (%)
Construction Documents Phase:	N/A	percent (%)
Bidding or Negotiation Phase:		percent (%)
Construction Phase:		percent (%)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 1S as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

14.4.1.1 Principals' time at the rate of seventy-five dollars ($75.00) per hour. For the purpose of this Agreement, the principals are:

James J. Schenkel — Jack M. Krouse
Richard D. Shultz — Ronald D. Torborg
Michael S. Gouloff — Judith A. Sullivan

Employees' time (other than principals) shall be computed at two and one-half (2.5) times their Direct Personnel Expense.

Word processing equipment time will be billed at a rate of fifteen dollars and seventy cents ($15.70) an hour.

Computer equipment time will be billed at a rate of fifty-six dollars and sixty cents ($56.60) an hour.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and three-tenths (1.3) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

14.5 FOR REIMBURSABLE EXPENSES, as described in Article S, and any other items included in Article 1S as Reimbursable Expenses, a multiple of one and one-tenth (1.1) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect. 1½% per month from date of invoice (30 days)

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

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ARTICLE 15

OTHER CONDITIONS OR SERVICES

15.1 LITIGATION

In the event Schenkel & Shultz, Architects-Engineers, a Division of Schenkel & Shultz, Inc., and/or any of its employees, consultants or agents, are required by subpoena or process of law to provide consultation, research, testimony, reports or otherwise participate in any lawsuits, arbitration or similar proceedings involving the project, either during or after completion of the project, and whether subpoened or called by Owner, Contractor or any other party to said suit or proceedings, Owner shall reimburse Schenkel & Shultz for all additional services required thereby at the rates for additional services as herein set forth, or in the absence thereof, at Schenkel & Shultz's then standard rates, plus reimbursement for all expenses actually incurred in connection therewith. In the event Schenkel & Shultz is a party to such suit or proceeding, or expenses relating solely to its own defense, it shall not be entitled to reimbursement for such defense, unless otherwise in this Agreement provided. Any witness fees or other expenses paid directly to Schenkel & Shultz by others shall be deducted and offset against Owner's liability hereunder. The provision hereof shall survive the termination of this Agreement.

15.2 ASBESTOS REMOVAL

15.2.1 Owner represents and warrants that there are no pollutants (as said term is described in Paragraph 15.2.2 hereof) or asbestos presently existing upon the land and improvements constituting the location of the Project.

15.2.2 Notwithstanding anything herein contained to the contrary, Architect shall not be responsible for any and all claims, demands, or causes of action, of any kind or nature, which may be asserted against Architect in the performance of the scope of the work, either directly or indirectly, arising out of:

1) The actual, alleged or threatened discharge, disbursal, release or escape of pollutants;

2) Any governmental or regulatory directive or request that anyone test or monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. For the purposes of this agreement, pollutants shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste shall include materials to be recycled, reconditioned or reclaims;

Continued on page 12

ARTICLE 15 continued

15.2.1 Asbestos Removal continued

3) Specification of a product, material or process containing asbestos;

4) Failure to detect or advise of the existence or proportion of asbestos;

5) The performance or failure to perform services in the abatement, replacement or removal of a product, material or process containing asbestos; or

6) Installation, modification, abatement, replacement or removal of a product, material or process containing asbestos.

15.2.3 The owner hereby indemnifies, holds harmless and agrees to defend Architect, its employees, agents, servants, officers, directors and representatives, from and against any and all claims, demands, suits, costs and expenses, including attorneys' fees, and causes of action of whatever nature or kind that may be alleged or asserted against Architect arising out of breach of the warranty set forth in Paragraph 15.2.1 hereof and from and against any and all claims of the type described in Paragraph 15.2.2 hereof.

This Agreement entered into as of the day and year first written above.

OWNER City of Fort Wayne
Board of Public Works

David J. Kiester

Lawrence Consalvos

BY Cosette R. Simon

Date _____

ARCHITECT Schenkel & Shultz
Architects/Engineers
a Division of Schenkel & Shultz, Inc.

BY Michael S. Gouloff, President

E. Brent Davis, AIA
Project Architect

Date 5/1/86

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ADDENDUM TO AGREEMENT

Dated: May 1, 1986

Schenkel & Shultz, Inc., "Architects"
City of Fort Wayne, Indiana, "Owner"
Dated May 1, 1986 - City-County Building Project

This addendum shall constitute a part of the referenced Agreement and the terms hereof shall in all events be controlling over and supercede the provisions of the said Agreement.

1. The city shall have no liability or obligation for the payment of any additional services per paragraph 15.1 of the Agreement excepting only in those instances where city has elected to call any of the mentioned persons or organizations as its witness in a court proceeding and then only to the extent of those services actually requested by city.

2. City is not the owner of the premises described in the Agreement, did not construct same and has no knowledge of the existence or non-existence of pollutants, asbestos, or other items detailed in paragraph 15.2; 15.2.1; 15.2.2; or 15.2.3 of said Agreement. The provisions of said paragraphs are herewith deleted and shall not constitute a part of the Agreement of the parties.

This Agreement entered into as of the day and year first written above.

"OWNER"

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

BY: David J. Kiester
DAVID J. KIESTER

BY: _____
LAWRENCE CONSALVOS

BY: Cosette R. Simon
COSETTE R. SIMON

"ARCHITECT"

SCHENKEL & SHULTZ
ARCHITECTS/ENGINEERS

BY: _____
MICHAEL S. GOULOFF
President

BY: _____
T. BRENT DAVIS, AIA
Project Architect

40244.ris/slr

HI 76-85-10
8/13/86

IMPROVEMENT RESOLUTION
FOR STREET OR ALLEY
NO.6053-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve PLANEVIEW DRIVE from the south property line of Council Drive to the north property line of Heine Drive and HEINE DRIVE from the east property line of Planeview Drive to the west property line of Industrial Road by constructing storm drainage, curbs and 8 inch plain concrete or flexible pavement as per plans,

All in accordance with the profile, details, drawings,and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed 75% upon the real estate abutting on said improvements as above described and 25% upon the City of Fort Wayne, IN, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments will become due and payable on acceptance of the completed project by the City of Fort Wayne. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such monies as said city is by same above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessment of property, collection of assessments, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

The cost of said improvement shall be paid 75% property owners and 25% City of Fort Wayne, Indiana, including construction engineering and inspection, based on final construction cost.

Adopted, this 13th day of August 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kuit

Cosetta R. Smoc

ATTEST: Helen D. Jackson
Secretary and Clerk

76-95-7
8/12/86

Lafayette Center Road - Aboite Road
Construction Resolution 424-1986

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

Gravity Sewer
Beginning at a proposed sanitary sewer interceptor located 800± LF West of and 60± LF South of the centerline intersection of Interstate 69 (I-69) with Lafayette Center Road; thence due South 237± LF to a proposed manhole located South of the right-of-way line of Lafayette Center Road; thence Westerly, 4700± LF terminating at a proposed manhole.

Said Sewer shall be 12" in diameter.

Force Main and Pump Station
Beginning at the aforementioned termination point of the gravity portion; thence Westerly 2600± LF to the intersection of said Lafayette Center Road and Aboite Road; thence Northerly along the East right-of-way line of Aboite Road 1600± LF to the intersection of Lower Huntington Road; thence Northeasterly 400± LF terminating at a proposed pump station located 400± LF Northeasterly from the centerline of Aboite Road and 40± LF North of the centerline of Lower Huntington Road.

Said sewer shall be 10" in diameter.

And, said sewers with all appurtenances shall be constructed in accordance with the plans, profiles, specifications now on file in the Department of the Board of Public Works & Safety of said City.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the Ceneral Assembly of the State of Indiana and the provisions of all acts amendatory thereto and supplemental thereof.

The cost of said sewer improvement shall be paid for from funds provided for in a grant from the Indiana Department of Commerce and private investors. Prior to construction, all monies shall be placed in escrow under the jurisdiction of the City of Fort Wayne.

ADOPTED THIS **13th day of August 1986.**

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director

By Cosette R. Simon
Cosette R. Simon, Director

By
Lawrence D. Consalvos, Director

ATTEST:

Helen Cochenour
Helen Cochenour, Clerk

HI 76-94-28
8/6/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS & SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, Helen V. Gochenour, and states that she is the duly sworn, acting and appointed Clerk of the Board of Public Works and Safety and that in said capacity, she is the keeper of all records, minutes and journals of said Board and that the following are true and correct copies of resolutions passed by said Board, at a meeting held on the 6th day of August, 1986, to-wit:

WHEREAS, the Board has received a proposal from Parkview Memorial Hospital, Inc. (the "Hospital"), under which the Hospital desires to make certain improvements and to beautify the area between its main hospital campus and its health center, such improvements to be made at the Hospital's sole expense, along and on Hobson Street and Forest Avenue;

WHEREAS, such improvements would be in the best interest of the community located around the Hospital; and

WHEREAS, the Hospital would indemnify and hold harmless the City, from and against any liability associated with the construction of the improvements and the Hospital's use of the improved area.

BE IT RESOLVED, that the proposed Agreement, by and between Parkview Memorial Hospital, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety, which is attached hereto and made a part hereof, is hereby approved in all respects; and

BE IT FURTHER RESOLVED, that the Board members are hereby empowered and authorized to execute such Agreement, on behalf of the City.

IT WITNESS WHEREOF, these Resolutions have been passed this 6th day of August, 1986.

BOARD OF PUBLIC WORKS & SAFETY

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

76-94-28
8/6/86

AGREEMENT

AGREEMENT made and entered into this 6th day of August, 1986, by and between PARKVIEW MEMORIAL HOSPITAL, INC., an Indiana not-for-profit corporation operating a hospital in the City of Fort Wayne located at 2200 Randalia Drive, Fort Wayne, Indiana 46805 (the "Hospital") and the CITY OF FORT WAYNE, by and through its Board of Public Works and Safety, City-County Building, One Main Street, Fort Wayne, Indiana, (the "City of Fort Wayne"), WITNESSETH:

RECITATIONS

A. The Hospital has acquired and proposes to develop as a conditioning and rehabilitation center (the "Health Center") certain real estate located at what is commonly called 3000 East State Boulevard, south of East State Street and west of Hobson Street in the City of Fort Wayne.

B. The Health Center is presently accessible to the main campus of the Hospital only by the use of East State Boulevard, which is at times a busy and dangerous thoroughfare, travel upon which by patients, patrons and guests of the Hospital will increase traffic and subject patients, patron and employees of the Hospital to unnecessary dangers in order to travel between the Health Center and the main Hospital campus.

C. To reduce the need for travel on East State Boulevard by patrons, patients and employees of the Hospital, to provide

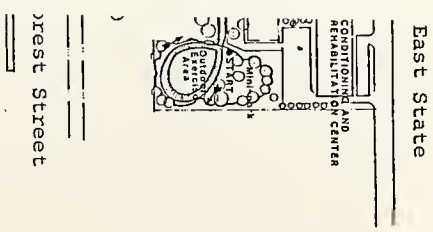


Exhibit "A"

safe and ready access to the Health Center from the main Hospital campus, and to generally improve and beautify the area between the Health Center and the main Hospital campus, the Hospital proposes to make, at its own expense, certain improvements on Hobson Street and Forest Avenue, publicly dedicated streets which have not been improved, running south on Hobson Street to Forest Avenue and west on Forest Avenue to the main Hospital campus, which improvements are more particularly described on Exhibit "A" which is attached hereto and made a part hereof (the "Improvements").

D. To induce the City of Fort Wayne to permit the Hospital to make the Improvements, the Hospital desires to indemnify and hold the City of Fort Wayne harmless of and from any liability or responsibility that may arise out of or be involved with the Hospital making the Improvements or using the streets.

NOW, THEREFORE, in consideration of the consent of the City of Fort Wayne to permit the Hospital to make the Improvements described on Exhibit "A" and to use Hobson Street south to Forest Avenue and Forest Avenue from Hobson Street west to the main Hospital campus, the Hospital and the City hereby agree as follows:

(1) The Hospital hereby agrees to and shall indemnify and hold harmless the City of Fort Wayne, its officers, employees, attorneys, representatives and agents, from all loss, expense, damage, costs and attorney fees that they, or any of them, may at

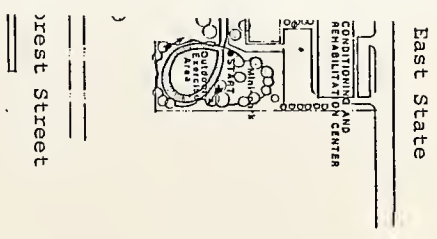


Exhibit "A"

any time have from the date hereof by reason of any actions or suits brought against the City of Fort Wayne, or against its agents or officers, arising out of or in any way connected with the Hospital making the Improvements or using Hobson Street south to Forest Avenue and west on Forest Avenue to the main campus of the Hospital by any patrons, patients, or employees of the Hospital.

(2) The City of Fort Wayne hereby consents to the installation of the Improvements by the Hospital as outlined on Exhibit "A" and the use of Hobson Street south to Forest Avenue and west on Forest Avenue to the main Hospital campus by the Hospital, its patients, patrons and employees.

(3) Nothing herein shall be construed to grant unto the Hospital any rights or ownership interest in City property. Rather, the rights of the Hospital are as provided for herein. All improvements made by the Hospital upon City property shall become City property and neither the construction nor the use by the Hospital, its patrons, patients and employees, shall interfere with the installation, maintenance, use and/or expansion of any utilities. Furthermore, all those streets referenced on the attached Exhibit "A" shall remain and be public streets. In the event that it is necessary for the City or any utility company to have access to any utilities, such access shall be unencumbered and neither the City nor a utility shall have the duty to replace

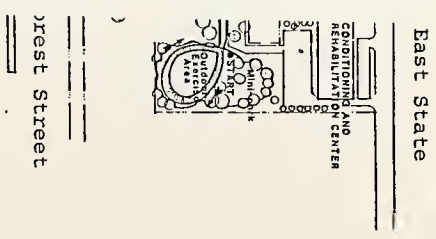


Exhibit "A"

or repair any property with respect to access to any of said utilities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 6th day of August, 1986.

PARKVIEW MEMORIAL HOSPITAL, INC.

BY Mark Shen

"The Hospital"

CITY OF FORT WAYNE
By and Through Its Board of
Public Works and Safety

BY David J. Keister

David J. Keister, Director of
Public Welfare

Cosette R. Simon

Cosette R. Simon, Director of
Administration and Finance

Lawrence D. Consalvos

Lawrence D. Consalvos, Director
of Public Safety

"The City of Fort Wayne"

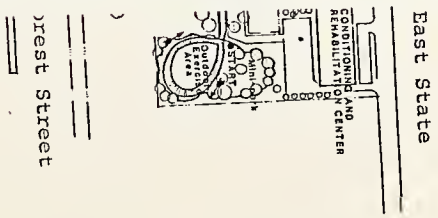


Exhibit "A"

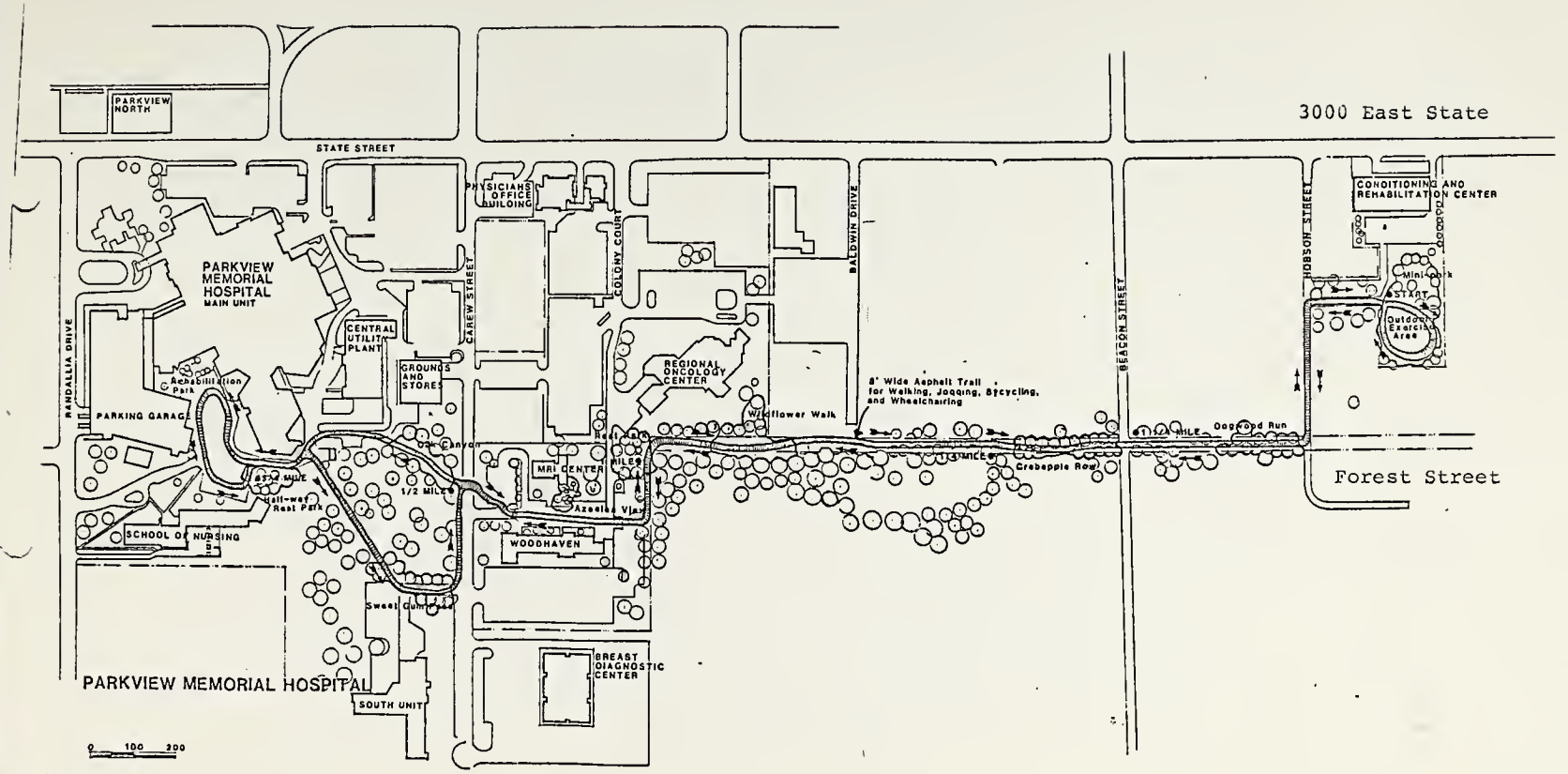

3000 East State
PARKVIEW NORTH
STATE STREET
PHYSICIANS OFFICE BUILDING
COLONY COURT
BALDWIN DRIVE
HOBSON STREET
CONDITIONING AND REHABILITATION CENTER
Mini-Park
START
Outdoor Exercise Area
PARKVIEW MEMORIAL HOSPITAL
MAIN UNIT
CENTRAL UTILITY PLANT
CAREW STREET
GROUNDS AND STORES
REGIONAL ONCOLOGY CENTER
RANDALLIA DRIVE
PARKING GARAGE
Accessibility Park
8' Wide Asphalt Trail for Walking, Jogging, Bicycling, and Wheelchairing
BEACON STREET
Wildflower Walk
Dogwood Run
Crabapple Row
Forest Street
Oak Canyon
MRI CENTER
1/2 MILE
Azalea Way
SCHOOL OF NURSING
WOODHAVEN
Sweet Gum Row
BREAST DIAGNOSTIC CENTER
PARKVIEW MEMORIAL HOSPITAL
SOUTH UNIT
0 100 200

Exhibit "A"

HI 76-93-21
8/4/86

CONSTRUCTION RESOLUTION FOR DRAINAGE REPAIR
"Pierson Ditch-Lagoon Levee"
Resolution 423-1986

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that it is deemed necessary to make immediate repairs to an existing levee protecting the lagoons located within the Southwest Quarter of Section 4, Adams Township, more particularly described as follows:

The repair of a 300' washout of an existing levee located along the East side of the Pierson Drain. Said washout is more particularly described as being located on the Pierson Ditch approximately 1750± LF South of the intersection of Reed Road and Lake Avenue.

Said repairs will consist of completely brushing and removal from jobsite all vegetation/plant life to specifications and the placement of underlayment of concrete slab with compacted earth to prevent bank erosion with a possible overlay of revetment rip rap.

And said repairs with all its appurtenances shall be repaired and constructed in accordance with the plans, profiles and specifications now on file in the Department of Public Works & Safety of said City.

This project shall be funded by City Utilities of the City of Fort Wayne.

ADOPTED this 6th day of August 1986.

BOARD OF PUBLIC WORKS & SAFETY

By _____
David J. Kiester, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:

_____
Helen Gochenour, Clerk

51

76-93-21
8/6/86

HOWARD NEEDLES TAMMEN & BERGENDOFF

1986 JUL 31 PM 1:22

July 29, 1986

Mr. David Keister and Members,
Board of Public Works and Safety
City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

Re: General Architectural, Engineering, and Planning Services

Dear Mr. Keister and Board Members:

The General Architectural, Engineering, Planning Services Agreement between the City of Fort Wayne Board of Public Works and Safety and HNTB dated October 16, 1984 needs to be updated to facilitate providing necessary engineering and certain other technical services. Therefore, we are pleased to submit the following proposal for consideration and acceptance.

We offer to perform certain engineering and other technical services on an as-needed basis for a defined scope of tasks as may be authorized in writing by the City of Fort Wayne Board of Public Works or its designated representative.

SCHEDULE OF FEES

Payroll Cost Times a Multiplier

Our charges for performing miscellaneous and incidental engineering services will be based upon payroll costs times a multiplier of 2.15 plus expenses. Payroll costs is defined as direct salary cost plus indirect salary related costs (FICA, IES, and FUC taxes; Workmen's Compensation Insurance; health and accident group insurance; holidays; vacations; and miscellaneous employee expenses). Billing periods shall be once each four weeks to coincide with the firm's payroll cycle and shall be payable upon receipt. Expenses shall be invoiced in accordance with the schedule of charges in effect at the time. Our current schedule of charges is attached.

Architects Engineers Planners

P.O. Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160

Partners James F Finn PE, Paul L Heineman PE, Gerard F Fox PE, Browning Crow PE, Charles T Hennigan PE, Daniel J Watkins PE, Daniel J Spigai PE, John L Colton PE, Francis X Hall PE, Robert S Coma PE, Donald A Oupies PE, William Love AIA, Robert O Miller PE, James L Tuttle, Jr PE, Hugh E Schall PE, Cary C Goodman AIA, Gordon H Slaney, Jr PE, Harvey K Hammond, Jr PE

Associates Daniel J Appel PE, Robert W Richards PE, Don R Ort PE, Frederick H Sterbenz PE, Robert B Kollmar PE, Kendall T Lincoln CPA, Jack P Shedd PE, Roberts W Smithem PE, Richard O Beckman PE, Harry O Bertossa PE, Ralph E Robison PE, Cecil P Counts PE, Stephen G Goddard PE, Stanley I Mast PE, Robert W Anzia PE, Walter Sharko PE, James O Russell PE, Ross L Jensen AIA, Frank T Lamm PE, Alexander F Silady PE, John W Wight PE, Thomas K Dyer PE, Ronald W Aarons AIA, H Jerome Butler PE, Blaise M Carnere PE, Michael P Ingardia PE, Bernard L Prince PE, Stephen B Ounn PE, Saul A Jacobs PE, James A Smith, Ronald F Turner AIA, C Frank Harscher, III, Ewing H Miller FAIA, Douglas C Myhre PE, Carl J Mellea PE

Offices Alexandria, VA, Atlanta, GA, Austin, TX, Baton Rouge, LA, Boston, MA, Casper, WY, Charleston, WV, Chicago, IL, Cleveland, OH, Dallas, TX, Denver, CO, Fairfield, NJ, Houston, TX, Indianapolis, IN, Kansas City, MO, Lexington, KY, Lexington, MA, Los Angeles, CA, Miami, FL, Milwaukee, WI, Minneapolis, MN, Newark, OE, New York, NY, Orlando, FL, Overland Park, KS, Philadelphia, PA, Phoenix, AZ, Raleigh, NC, Seattle, WA, Tampa, FL, Tulsa, OK

Other Types of Compensation

When the proposed individual improvements are of such scope as to be of the project category (relating to bid construction), the fee for complete engineering services, including preliminary studies, preparation of bidding documents, proposal forms, construction contract documents, assisting in receiving bids, and furnishing services during the construction phase shall be negotiated prior to initiation of service.

This agreement shall be in effect from the date of acceptance and may be terminated at any time by either party upon ten (10) days written notice.

If you find the terms of this agreement acceptable, please sign, date, and return two copies for our files.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

Stephen G. Goddard, P.E.
Associate

SGG/RHK/lg
Attachment

ACCEPTED: August 6, , 1986

CITY OF FORT WAYNE, INDIANA

By

Its Board of Public Works

ATTEST:

1. Automobile travel by personal or company leased vehicles is chargeable at 21 cents per mile. Use of rail, bus, air or similar forms of public transportation or automobile rental will be billed at cost.

2. Charges shall be made for auch direct expenses as blueprinting costs, the cost of materials required to complete field investigations or surveys, or other special materials or equipment whose use will be limited to the specific job at hand. These charges will be billed at invoice cost.

3. Subsistence is chargeable in the event an employee is required by nature or location of the work to be out of his assigned office overnight. These charges shall be billed at direct cost.

4. Services of professional specialists who work independently of Howard Needles Tammen & Bergendoff shall be billed at our cost. Examples of this type of service are soils testing, laboratory analyses, and other specialized fields of service performed by others using their own facilities, and not under our direction. Services of subcontractors or subconsultants who work at the direction of HNTB shall be billed at our cost plus ten percent.

5. Charges shall be made for the use of special studies equipment as follows:

(a) Field Survey Van and Sewer Inspection Vehicle (including inspection and safety equipment)	35 cents per mile or $25.00 per day, whichever is greater
(b) Head Recorders	$25.00 per week for the first four (4) weeks of continuous installation.
	$15.00 per week for the next four (4) weeks of continuous installation.
	$10.00 per week for continuous installation thereafter (1 - 7 days constitute one week).
(c) Integrated Flow Recorders	$40.00 per week for the first four (4) weeks of continuous installation.
	$25.00 per week for the next four (4) weeks of continuous installation.
	$15.00 per week for continuous installation thereafter (1 - 7 days constitute one week)

SCHEDULE OF CHARGES FOR EXPENSES (Cont'd)

(d)	Continuous Samplers	$40.00 per week for the first four (4) weeks of continuous installation. $25.00 per week for the next four (4) weeks of continuous installation. $15.00 per week for continuous installation thereafter (1 - 7 days constitute one week)
(e)	Automatic Traffic Counters	$10.00 per day.
(f)	Computer Aided Drafting/Design (CADD)	$30.00 per connect-hour (usage of less than one hour is charged pro-rata)
(g)	Other Equipment	To be quoted on a per job basis.

6. All service performed on an hourly or cost plus basis shall be billed as work progresses. Billing periods shall be once each four weeks to coincide with firm's payroll cycle.

The above schedule of charges is subject to changes which result from variations in supplier costs and market conditions.

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
Indianapolis, Indiana
December 31, 1985

HI 76-93-18
8/6/86

AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
AND
McNAMEE, PORTER AND SEELEY OF ANN ARBOR, MICHIGAN
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of this 6th day of August, 1986 between City of Fort Wayne, Indiana (OWNER) and McNamee, Porter and Seeley, a registered co-partnership (ENGINEER).

OWNER intends to implement several recommendations presented in the April 1986 Three Rivers Water Filtration Plant Optimization Study as specifically described below:

1. Improvements and/or replacement of the existing seven high service pumps, No. 1 thru 7, inclusive.

2. Replacement of existing electrical starters and controls for the high service pumps, No. 1 thru 7, inclusive.

3. Provide automatic controls for the high service pumps to the degree of automation selected by the OWNER after evaluation by the ENGINEER. The intent is that new electrical gear will be controllable by an automated digital processor under the initial construction contract or at some future date. OWNER shall direct ENGINEER as to extent of automation desired under this contract.

4. Replacement and disposal of the two existing PCB contaminated transformers at the water plant.

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, shall serve as OWNER'S professional engineering representative for the Project as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services, architectural services, and other services incidental thereto.

1.2 Preliminary Design Phase

When executing this Contract, OWNER authorizes ENGINEER to proceed and ENGINEER shall proceed with preliminary design phase.

1.2.1 In consultation with the OWNER, the ENGINEER shall evaluate alternate improvement and/or replacement methods for the seven existing high service pumps. The recommendations in the April 1986 Optimization Study will serve as the starting point. The degree of automation for high service pump control will be discussed with the OWNER. The extent of the Project will be determined by the above process and upon OWNER'S authorization, the ENGINEER shall proceed within the defined scope of work.

1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.2.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.2.4 Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 Final Design Phase

Upon approval of Preliminary Design Phase, to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents, final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. The Project will be divided into two separate contracts as listed below:

1. Furnish high service pumping units.
2. Furnish and install revisions to piping, valves, electrical equipment and controls. Install pumping units provided by OWNER.

1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.5 Furnish five copies of the above documents and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase

Upon authorization of OWNER to advertise for bids, ENGINEER shall:

1.4.1 Place advertisement for bids at OWNER'S expense in a contractors' magazine and such other publications as OWNER requests.

1.4.2 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment and services.

1.4.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.4 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.5 Assist OWNER in evaluating bids or proposals and in awarding contracts.

1.5 Construction Phase

Upon award of Construction Contracts by OWNER, ENGINEER shall:

1.5.1 Assemble Contracts, submit to Contractor for signature, review signed Contracts as to their execution and transmit to OWNER for signature.

1.5.2 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as OWNER and ENGINEER may otherwise agree in writing. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.

1.5.3 A Partner or designated representative shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s), to meet with the Project Representative and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER

informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.5.4 Review and approve or take other appropriate action in respect to Shop Drawings, as that term is defined in the Construction Contract, and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto. ENGINEER shall determine the acceptability of substitute materials and review for general content as required by the Specifications, maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.5.5 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

1.5.6 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s).

1.5.7 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

1.5.8 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, tracings and other data furnished by Contractor(s) and the Resident Project Representative to ENGINEER and which ENGINEER considers significant.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.1.4 Providing renderings or models for OWNER'S use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations involving detailed specification of operations, maintenance and overhead expenses; providing Value Engineering services, or services in connection with value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing or obtaining the services of special consultants or other Contractors for other than the normal civil, structural, architectural, mechanical and electrical engineering, such as for interior design, furniture, furnishings, hydrogeological investigations, soils or core borings, subsurface explorations, construction materials or soils evaluation studies, property boundary or easement surveys and descriptions, engineering staking of construction, laboratory testing, communications, acoustics, and landscaping; and providing data or services of the types designated in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8 Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.1, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.

2.1.9 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10 Services during out-of-town travel required by ENGINEER other than visits to the site as required by Section 1.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.12 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.13 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project, unless litigation resulted from the failure of performance of ENGINEER.

2.1.15 Additional services requested by OWNER in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement, unless necessitated by the failure of the ENGINEER to include items reasonably within the basic scope of the contract.

2.2 Resident Service During Construction

2.2.1 If requested by OWNER in writing, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s), and such other personnel not resident as required, to supervise resident engineer, to place facilities into operation or to supplement OWNER'S Resident Project Representative. Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistance will be set forth in Exhibit A attached to and made a part of this Agreement.

2.2.3 If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be as set forth in Exhibit A.

2.2.4 A Partner and/or other designated representatives shall attend and conduct monthly progress meetings on the site with the OWNER, Contractor, Sub-contractors and other involved parties. The purpose of these meetings is to verify progress and quality of the executed work, to access project schedule compliance, resolve possible conflicts relative to contract documents and/or construction quality and to handle other project related concerns of involved parties.

2.2.5 The resident project representative will be provided upon his request, specific technical backup to inspect on site progress. This technical backup may also provide instruction and clarification to the OWNER relative to specific functions of the project.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services unless requested of ENGINEER in writing under Section 2, data prepared by or services of others, all of which ENGINEER may rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

3.8 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2 ENGINEER'S services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, and submitted for approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed.

4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.

4.5 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall be due payment by OWNER, (but without termination of this Agreement) as provided in paragraph 5.3.2.

4.6 Proposed Schedule: The proposed project schedule is set forth in Exhibit B.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Service rendered under Section 1 as follows:

5.1.1.1 Several Prime Contracts. If more than one but less than 4 separate prime contracts are awarded for construction, materials, equipment and services for the Project, an amount based on ENGINEER's salary cost multiplied by 1.88 to cover overhead and profit, plus reimbursable expenses with a maximum fee for Basic Services of $90,000.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services rendered by principals and employees assigned to the Project under paragraphs 2.1.1 through 2.1.15, inclusive (except service covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.14), on the basis of salary cost multiplied by 1.88 to cover overhead and profit, plus reimbursable expenses.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed to ENGINEER therefor times a factor of 1.15.

5.1.2.3 Serving as a Witness. For the service rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.14, at the rate of $100/hour portal to portal plus expenses (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4 Resident Project Services. For resident services during construction furnished under paragraph 2.2, on the basis of Payroll Costs times a factor of 1.88 for services rendered by principals and employees assigned to this project in connection with resident Project representation, plus reimbursable expenses including the relocation costs of the Resident Project Representative.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Additional Services.

5.1.4 As used in this paragraph 5.1, the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days of the date of ENGINEER'S invoice therefor, the amounts due ENGINEER shall include a charge at the rate of 3/4% per month from said sixtieth day.

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the same basis described under paragraph 5.1.2.1 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses.

5.4 Definitions

5.4.1 Salary cost is defined as the individual's annual base salary, divided by 2080 hours, plus a percentage thereof to cover budgeted fringe benefits. The budgeted fringe benefit package is established on July first of each year, and is subject to adjustment for changes in the law and in the nature and anticipated cost of the fringe benefits.

Budgeted fringe benefits for permanent employees consist of the estimated costs for FICA, unemployment insurance, worker's compensation, group life and accident insurance, hospital and medical insurance, salary continuance insurance, vacation and holidays, sick leave, excused time, and pension plan.

5.4.2 Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher-than-regular rates.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiation Phase OWNER wishes greater assurance as to Project or Construction Cost, he shall employ an independent cost estimator as provided in paragraph 3.8.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Engineer's Warranty

ENGINEER warrants to OWNER that its services to be performed under this Contract will be performed in accordance with all applicable standards of professional responsibility, and that the completed project will not fail to properly perform as the result of errors or omissions of the ENGINEER in the performance of its services under this Contract.

7.2 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.3 Reuse of Documents

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extension of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaption will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.4 Successors and Assigns

7.4.1 This Agreement shall be binding on the OWNER and ENGINEER, as well as their respective successors and assigns.

7.4.2 Neither OWNER nor ENGINEER shall assign or transfer this Agreement without the written consent of the other, except as stated in paragraph 7.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 This Agreement is subject to the following special provisions and attached exhibits A and B.

8.2 This Agreement (consisting of pages 1 to 12, inclusive), together with the Exhibits and schedules identified above, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: Board of Public Works & Safety

WITNESS: _____ BY: _____
David J. Klester
Director of Public Works

BY: _____
Cosette R. Simon
Director of Administration and Finance

ATTEST: _____ BY: _____
Helen V. Gochenour
Clerk

Lawrence D. Consalvos
Director of Public Safety

McNAMEE, PORTER AND SEELEY

WITNESS: _____ PARTNER: _____

EXHIBIT A

A LISTING OF THE DUTIES, RESPONSIBILITIES AND

LIMITATIONS OF AUTHORITY OF THE

RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules
   Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings
   Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison
   a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples
   a. Record date of receipt of Shop Drawings and samples.

   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

   c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of defective Work, Inspections and Tests
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records theoreof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents
   Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications.
   Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records
   a. Maintain at the jobsite orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents. Obtain from CONTRACTORS and furnish ENGINEER a complete record of all project

changes and maintain a marked-up set of tracings and drawings of all such changes for submittal to ENGINEER on request.

b. Keep a diary or log book, recording CONTRACTOR hours on the jobsite, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

   c. Draft proposed Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests
    Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals
    During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

    b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent or perform any of the work of the above.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

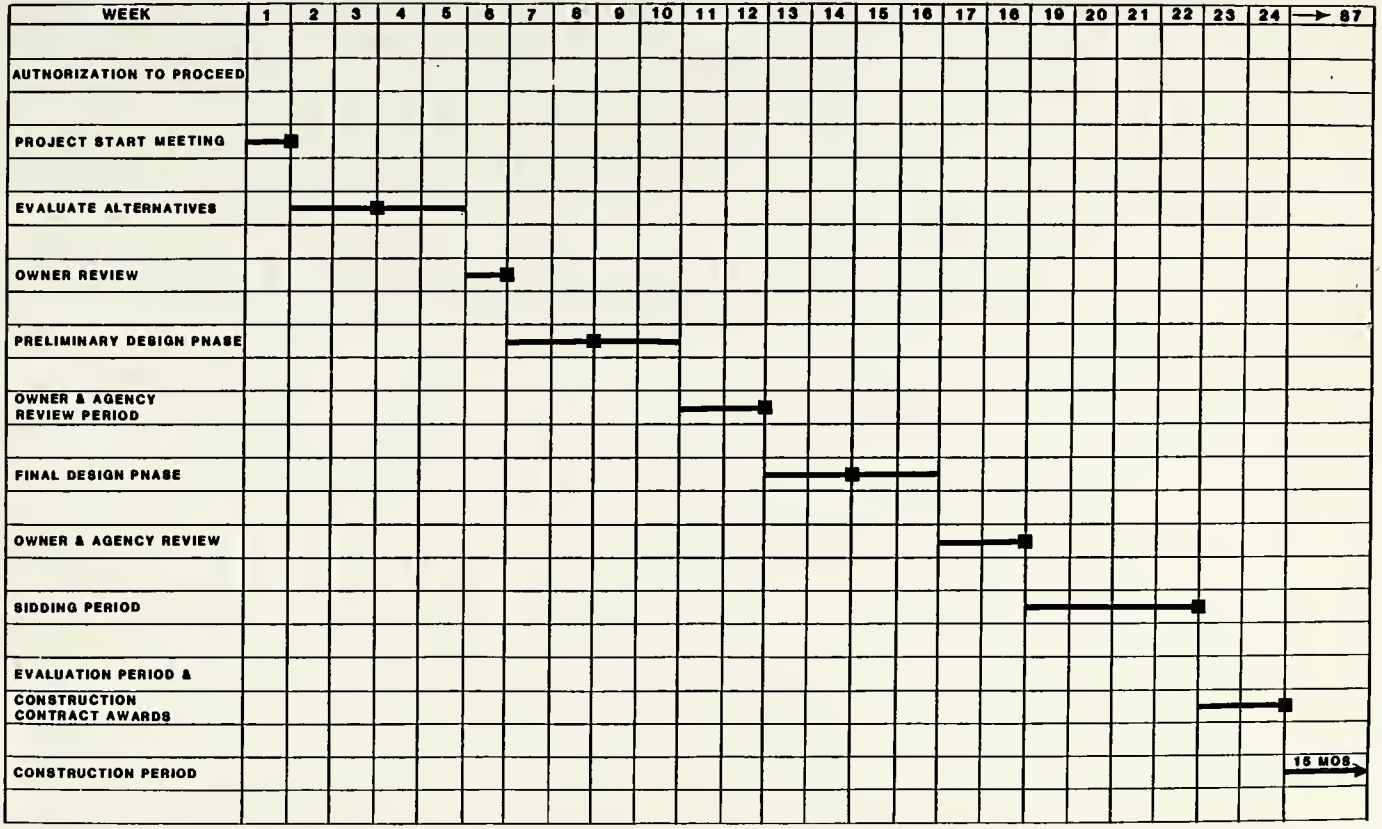
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

FORT WAYNE, INDIANA
EXHIBIT B

PROPOSED PROJECT SCHEDULE



■ MEETING WITN OWNER

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RE 76-93-17
8/6/86

AGREEMENT

THIS AGREEMENT, made this 6th day of August, 1986, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works & Safety, hereinafter referred to as "the City"; and Bonar & Associates, Inc., consulting engineers, 616 South Harrison Street, Fort Wayne, IN 46802, hereinafter referred to as "the Engineer."

WHEREAS, the City is undertaking the reconstruction of East State Boulevard from the Bypass east to Lake Forest Drive, consisting of reconstruction of the street including storm drains, water lines, curbs, gutters, sidewalks, traffic signals, and other appurtenances costing approximately $5.5 million hereinafter referred to as "Project"; and

WHEREAS, the Engineer was the designer for said Project, and

WHEREAS, the City is desirous of retaining Engineer to provide professional services to City during the construction phase of the Project, and

WHEREAS, it is the purpose of this agreement to set forth the terms and conditions of said employment.

NOW, THEREFORE, the City and Engineer mutually agree as follows:

SECTION 1. - ENGINEER'S SERVICES

City hereby employs Engineer to provide professional services to assist City during the construction phase of the Project. The services shall vary from time to time and may include, but not be limited to, interpretation of design intent, meetings with contractor, city engineering staff, State Highway representatives, Federal Highway representatives, property owners, utility companies, assistance in modifying design plans to fit unforeseen circumstances or changes desired and directed by City and other services necessary to allow the successful completion of the Project.

SECTION 2 - CITY'S RESPONSIBILITIES

City shall:

2.1 Provide all criteria and full information as to City's requirements whenever a request is made to Engineer.

2.2 Furnish to Engineer all existing studies, reports and other available data relating to the specific request.

2.3 Arrange for access and to make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereinunder.

SECTION 3 - COMPENSATION

3.1 As full compensation for services performed by the Engineer hereunder, the City shall pay to Engineer the following as compensation:

3.1.1 The hourly wage for the Engineer's personnel working on assignments times 3.0 to cover Engineer's overhead. Said multiplier shall cover all of Engineer's overhead including office expenses, printing, payroll costs, rent, insurance and travel within the Fort Wayne area.

3.1.2 For travel costs other than the Fort Wayne area, Engineer shall be reimbursed at cost plus 10%.

3.1.3 If additional professional services are required and Engineer needs to hire outside sources for performance of same, then Engineer shall be reimbursed for the cost of such outside services plus 10%, provided, however, no such outside services shall be obtained without the prior approval of City.

3.1.4 Engineer's above charges are based on the prompt payment of bills rendered and continuous progress of the work on the assignment.

3.1.5 City shall pay Engineer for services rendered within thirty (30) days after receiving Engineer's bill.

SECTION 4 - MISCELLANEOUS

4.1 The obligation to provide services under this contract may be terminated by City or Engineer with or without cause upon seven (7) days' written notice to the other party. In the event of termination, Engineer will be paid for all services rendered to date of termination and will be paid other expenses, as herein provided, incurred to date of termination.

4.2 City and Engineer and their respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this agreement to the other party to this agreement, and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in all respects of all covenants, agreements and obligations of this agreement.

4.3 Nothing contained herein shall be construed to give any rights or benefits hereinunder to anyone other than City or Engineer.

4.4 The relationship of the parties hereto shall be as provided for in this agreement, and the Engineer shall in no fashion be deemed to be an employee of the City. In that regard, the Engineer and all of Engineer's personnel, employees, agents, contractors, consultants, and the like shall not be employees of the City. Furthermore, the Engineer shall have all responsibility to pay all of its employees, consultants, agents, contractors and the like including, but not limited to, social security contributions,

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unemployment, workers compensation tax, and any other benefits; and the City shall not be responsible for same, but rather the compensation to be paid hereunder by City to Engineer shall be the full compensation and moneys required of the City. Furthermore, the Engineer shall cause all of its bills to be paid promptly and shall not cause any claims, mechanics' liens, or the like to be placed against the City or any of its property for any work performed hereinunder by the Engineer or anyone hired or utilized by the engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the day and year first written above.

CITY
CITY OF FORT WAYNE, INDIANA

Its Board of Public Works & Safety

ATTEST:

APPROVED AS TO FORM & LEGALITY

City Attorney

ENGINEER
BONAR & ASSOCIATES, INC.

Ronald L. Bonar, President

ATTEST:

HI 76-93-17
8/6/86

Lawrence Drain Storm Sewer - Phases I and II
Construction Resolution 425-1986

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

Phase I- Storm Sewer

Beginning at an existing 4'x8' Box Culvert located 25± LF South of and 25± LF West of the centerline intersection of Covington Road and Belaire Drive; thence Northeasterly 280± LF terminating at a point located 100± LF North of and 80± LF Northwest of the centerline intersection of Covington Road and Jefferson Boulevard (U.S. 24 West).

Said Storm Sewer shall be 4'x8' box culvert.

Phase II - Ditch Channel

Beginning at the intersection of the Lawrence Drain with Wilkie Drive, more particularly described as near the intersection of vacated Sheffield Drive and Wilkie Drive; thence Northerly along the centerline of said Wilkie Drive 600± LF; thence Easterly 500± LF; thence Northeasterly 300± LF to a point approximately 25± LF West of the Southwest corner of Lot #13 of Westmoor Park Addition; thence Northerly 1000± LF along and parallel to the West property line of Lots 13 through 23, inclusive, of said Westmoor Park; thence Northeasterly on a spiral curve to the right 700± LF to a point approximately 50± LF West of the Southwest corner of Lot 83 of said addition; thence Northerly 1500± LF along and parallel to the West property line of Lots 83 through 100, inclusive, of said Westmoor Park Addition; thence Northwesterly generally following the existing drainage ditch 900± LF terminating at an existing storm sewer structure under Illinois Road (SR #14) 40± LF East of and 100± LF South of the centerline intersection of Sutton Avenue and Illinois Road.

Said Phase II shall consist of ditch cleaning, brushing and fine grading all to be completed by specifications.

And, said sewers with all appurtenances shall be constructed in accordance with the plans, profiles, specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said sewer improvement shall be paid for from City of Fort Wayne Bond Issue of 1986.

ADOPTED THIS **6th day of August 1986.**

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director

By Cosette R. Simon
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

76-93-15
8/6/86

East Cook Road Sanitary Sewer Extension - A.F. Smith Subdivision
Resolution 902-1986 - "Preliminary"

Resolved by the Board of Public Works & Safety of the City of Fort Wayne, which will hear all interested persons, including those whose property is or will be affected by the proposed sanitary sewer works on any other matter pertaining to the said proposed works. Said proposed works only for use by property holders whose property abuts along the line of said works within the following described area:

Bounded on the North by the South right-of-way line of East Cook Road; on the East by the East line of Lot "D" A.F. Smith's Subdivision; on the South by a line 200± LF South of and parallel to the South right-of-way line of Cook road; on the West by the East line of Springwood Addition.

Main Line:
Beginning at a proposed sanitary sewer manhole 30± LF East and 10± LF South of the intersection of the East line of Lot "D" A.F. Smith's Subdivision and the South right-of-way line of Cook Road; thence West parallel with Cook Road 817± LF to a sanitary sewer manhole.

Said Sewers shall be 8" in diameter.

And, said sewer with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said drainage improvement project shall be paid and shared by the benefited property owners through Barrett Law Revolving assessment and the City of Fort Wayne Utility.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvement, all according to the method and manner povided for in the Acts of the General Assembly of the State of Indiana, and all provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate set by the Board of Public Works & Safety, per annum, and shall be financed by the Barrett Law Revolving Fund as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

All proceedings and works done on said improvements, assessments of property, collection of assessments and issuance of bonds, therefore shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

The Board reserves the right to confirm, modify or rescind said Resoluiton.

ADOPTED this 6th day of August 1986.

BOARD OF PUBLIC WORKS & SAFETY

By _____
David J. Kiester, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST: _____
Helen Cochenour, Clerk

Minute record book
Resp 903-96

HI 76-91-1
8/1/86

"INDUSTRIAL ROAD-LEY ROAD STORM SEWER IMPROVEMENT PROJECT"
Amended Resolution 413-1985
"Construction"

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of main sewers, which from their size and character is not only intended and adapted for use by property holders, whose property abuts the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed be and the same is hereby ordered within the following described area:

Bounded on the North by a line 300± LF South of and parallel to the centerline of Ley Road; bounded on the South by a line 1600± LF South of and parallel to the centerline of Ley Road; bounded on the West by a line 700± LF West of and parallel to the centerline of Industrial Road; and bounded on the East by ConRail (formerly known as Penn Central Railroad).

Main Line:
Beginning at a proposed outfall structure located 1225± LF South of and 20± LF East of the centerline intersection of Ley Road and ConRail Railroad right-of-way (formerly Penn Central Railroad); thence West at a distance of 730± LF to a proposed manhole hereinfater referred to as Structure #4; thence North along and parallel to the West right-of-way of Industrial Road at a distance of 720± LF terminating at a proposed manhole located 500± LF South of and 25± LF West of the centerline intersection of Ley Road and Industrial Road.

Lateral A
Beginning at a proposed manhole located 780± LF South of and 25± LF West of the centerline intersection of Ley Road and Industrial Road; thence West at a distance of 280± LF; thence South at a distance of 100± LF terminating at a proposed inlet structure located 875± LF South of and 335± LF West of the centerline intersection of Ley Road and Industrial Road.

Said sewers shall be 12", 15", 18", 21", 24", 27", 36" and 54" in diameter.

And, said sewers with all appurtenances shall be constructed in accordance with the plans, profiles, specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said drainage improvement shall be paid from and shared by the City of Fort Wayne Storm Relief Funds and by benefited property owners.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum set by the Board of Public Works & Safety and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property and collection of assessments, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental hereof.

ADOPTED this 1st day of August 1986.

BOARD OF PUBLIC WORKS & SAFETY

By _____
David J. Kiester, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST:

_____
Helen Gochenour, Clerk

This instrument prepared by Richard I. Snouffer, Associate City Attorney

76-90-28
7-30-86

Illinois Road Sanitary Sewer Extension
"Amended" - "Construction"
Resolution 895-1985

RESOLVED by the Board of Public Works & Safety that it is deemed necessary to improve the Illinois Road area by the construction of sanitary sewers, in the following described area:

Bounded on the North by the North right-of-way line of Illinois Road (SR#14); on the East, South and West by the following described lines and courses; A line 164.5± LF West of and parallel to Reckeweg Road extended South from said North right-of-way line 390± LF; thence West 329.5± LF; thence South 139± LF; thence West 2250± LF to the East line of Lot #1 Pavey's Subdivision; thence South 172.5± LF to the Southeast corner of said Lot #1 Pavey's Subdivision; the West along the South line of Pavey's Subdivision 964.5± LF to the Southwest corner of Lot #7 pavey's Subdivision; thence North on and along the West line of said Lot #7 and its extension to the North right-of-way line of Illinois Road.

SANITARY SEWERS
The construction of a main sewer which from its size and character is not only intended and adapted for use by property holders, whose property abuts the line of said sewer but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered in and along the following described sewer line:

MAIN SEWERS:
Beginning at a sanitary sewer manhole 75± LF North of and 15± LF East of the centerline intersection of Sutton Drive and Illinois Road; thence South 125± LF to a proposed sanitary sewer manhole; thence West 1550± LF to a proposed sanitary sewer cleanout.

LATERAL #1:
Beginning at a proposed sanitary sewer manhole 50± LF South and 15± LF East of the centerline intersection of Sutton Drive and Illinois; thence East 550± LF to a proposed sanitary sewer cleanout.

LATERAL #2:
Beginning at a sanitary sewer manhole 45± LF North of the centerline intersection of Lawrence Drive and Illinois Road; thence South 110± LF to a proposed sanitary sewer manhole; thence West 865± LF to a proposed sanitary sewer cleanout.

LATERAL #3:
Beginning at a proposed sanitary sewer manhole 65± LF south of the centerline intersection of Lawrence Drive and Illinois Road; thence East 100± LF to a proposed sanitary sewer manhole.

LATERAL #4:
Beginning at a proposed sanitary sewer manhole 65± LF South and 314± LF West of the centerline intersection of Lawrence Drive and Illinois Road; thence South 400± LF to a proposed sanitary sewer manhole.

Said sewers shall be 8", 10" and 12" in diameter.

And said improvements with all appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of Board of Public Works & Safety of said City.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvements all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assesssments, if deferred, are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum as set by the Board of Public Works & Safety and shall be financed under Barrett Law Revolving Funds as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessments of property collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof

ADOPTED this 30th Day of July 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director

By
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

HI 76-90-26
7/30/86

IMPLEMENTATION PHASE MASTER AGREEMENT
SUBAGREEMENT NO. 3

SUBAGREEMENT NO. 3
TO THE
MASTER AGREEMENT
BETWEEN THE
CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS
AND
CAMP DRESSER & MCKEE

For Professional Services
for the Development of an
Infrastructure Management System

THIS IS A SUBAGREEMENT NO. 3 made as of the 30th day of July in the year Nineteen Hundred and Eight-Six by and between the City of Fort Wayne, Board of Public Works (hereinafter called OWNER) and Camp Dresser & McKee, Detroit, Michigan, a Michigan Partnership (hereinafter called ENGINEER).

WHEREAS, the OWNER is empowered to assign and direct the scope, scheduling, and limitations of the work of the ENGINEER under a comprehensive, all inclusive Contract dated July 25, 1984, hereinafter referred to as the "MASTER AGREEMENT," which was entered into for the purpose of having the ENGINEER perform services required to develop an Infrastructure Management System.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto that, consistent with the MASTER AGREEMENT, work will be performed in accordance with this Subagreement No. 3 and prior and subsequent agreements.

IMPLEMENTATION PHASE MASTER AGREEMENT
SUBAGREEMENT NO. 3

1. SCOPE OF WORK

The limit of the scope of the work under this Subagreement is generally described as consisting of a detail subsystem design or the Street Lighting and Traffic divisions of the Department of Public Works and the development of procedures allowing coordination between the Pavement Management System (PMS) being developed by A.R.E., Inc. and the IMS. Further description of the scope of work is included in Appendix A.

2. TIME FOR PERFORMANCE

The Project work for the above listed tasks to be performed under this Subagreement No. 3 shall be accomplished within six (6) months of the date of this Subagreement.

The ENGINEER shall begin work on the preliminary system design immediately upon written notification to proceed therewith from the OWNER. The schedule may be adjusted as necessary for the coordination of the work by mutual agreement between the parties hereto.

3. PAYMENT PROVISIONS

Pursuant to the terms of the MASTER AGREEMENT, the ENGINEER shall be paid for his professional services on a lump sum fee basis. The total amount of the detail system design for the Street Lighting and Traffic subsystem is limited to $50,000.

The amounts for the development of the PMS/IMS links shall not exceed $27,500.

IMPLEMENTATION PHASE MASTER AGREEMENT
SUBAGREEMENT NO. 3

It is mutually understood that it is intended that the work described herein shall be accomplished without revision of this Subagreement No. 3 price limit. If the scope of professional services hereinbefore described is revised, subsequent to the execution of this Subagreement No. 3, the payment terms hereunder shall be adjusted by amendment to this Subagreement No. 3.

Partial payments for professional services shall be made monthly by the OWNER based upon the ENGINEER'S lump sum invoices until 90 percent of the agreed upon amount has been paid. The final 10 percent will be paid on completion of the work.

4. OTHER PROVISIONS

All other provisions of the MASTER AGREEMENT are made a part of this Subagreement No. 3.

THIS SUBAGREEMENT NO. 3 is entered into as of the day and year first above appearing.

OWNER	ENGINEER

APPENDIX A
TO
SUBAGREEMENT NO. 3
TO THE
MASTER AGREEMENT
BETWEEN THE
CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS
AND
CAMP DRESSER & MCKEE

DETAILED SUBSYSTEM DESIGN - STREET LIGHTING AND TRAFFIC SUBSYSTEMS

Inventory and Data Collection Procedures

With the assistance of Public Works, we will conduct a thorough investigation of existing records which can be used to develop a geographically linked inventory of Street Lighting and Traffic related facilities such as street lights, signals, signs, etc. At the end of this evaluation, we will recommend the procedures and data records to be used in conducting the facility inventory of each component.

We will also assist the Board in developing a coding manual which will include a list of data items and coding procedures for each facility. Coding forms will be produced from the DIME files; they will be organized in the same way as the source documents are organized. This will assist the coders in conducting the inventory in a thorough and efficient manner. It is understood that the Board of Public Works will be responsible for actually performing the inventory.

When the inventory forms have been keyed into a computer file, we will prepare the inventory to be loaded into the respective data bases.

Maintenance Management System Design

We will assume the major responsibility for the design of the maintenance management program applications to handle complaints, emergency

situations, scheduled maintenance, work order processing, job costing, and reporting. The system designs will include a record keeping system of these activities.

Although the actual programs will not be designed during this phase, we will meet with appropriate department personnel to investigate their organizational procedures, responsibilites and detailed maintenance and information management system requirements. At the conclusion of these interviews, we will develop a complete maintenance and information management system design. This design will be developed to be an integral part of the Infrastructure Management System and will coordinate with the other subsystems.

PAVEMENT MANAGEMENT SYSTEM/IMS COORDINATION AND INTEGRATION

The pavement management system developed by A.R.E., Inc. for Street Engineering will be required to access information collected by the IMS process. We will review the requirements of the PMS and the information collected by the IMS and develop procedures for transferring data to the PMS. The PMS will access maintenance and cost data which will be used in making pavement management evaluations and decisions. The location and data access procedures used by the PMS will be modified as necessary to allow use of the data provided by the IMS.

SUMMARY COSTS AND SCHEDULE

All work in this Subagreement will be completed within six (6) months of authorization. The designs for the Street Lighting and Traffic subsystems will be completed at a cost of $50,000. The Pavement Management procedures will be completed at a cost of $27,500.

59

HI 76-90.27
7/30/86

RECEIVED
JUL 08 1986
Water Pollution Control Plant
Fort Wayne, Indiana

CONTRACT FOR ENGINEERING SERVICES

FOR

SLUDGE DIGESTION FACILITIES IMPROVEMENTS

FOR

PAUL L. BRUNNER WATER POLLUTION CONTROL PLANT

BY AND BETWEEN THE

CITY OF FORT WAYNE, INDIANA

AND

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
INDIANAPOLIS, INDIANA

A G R E E M E N T

THIS AGREEMENT, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and HOWARD NEEDLES TAMMEN & BERGENDOFF, a partnership, hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the OWNER has developed and adopted a Master Plan for Wastewater Facilities dated November 1985; and

WHEREAS, the Master Plan for Wastewater Facilities, November 1985, outlines improvement needs for the anaerobic digestion system; and

WHEREAS, it is desirable and necessary to undertake improvements for the existing anaerobic digestion facilities in accordance with the Master Plan for Wastewater Facilities, November 1985.

NOW, THEREFORE, the OWNER and the ENGINEER, for the consideration named herein, agree as follows:

The ENGINEER agrees to perform for the above named project professional services as hereinafter set forth.

The OWNER agrees to employ and does hereby employ the ENGINEER for the services herein set forth and agrees to pay the ENGINEER for such services, in current funds, the fee set forth in Article 3 of this Agreement.

The parties hereto further agree to the following conditions:

ARTICLE 1. THE ENGINEER'S SERVICES.

A. Upon written authorization by the OWNER for design engineering services, the ENGINEER shall perform within 120 days as follows:

1. Prepare drawings and specifications, per Chapter 6, Section 6.2.3, Anaerobic Digestion Phases 1, 2, and 3, of the Master Plan for Wastewater Facilities dated November 1985, suitable for review by the OWNER and State agencies.

2. Prepare other necessary contract documents so that the project is ready for public bidding.

3. Review the bidding documents with the OWNER and State Agencies.

4. Provide the OWNER with one (1) set of the approvable bidding documents together with final estimates of the project cost.

B. Additional services in connection with the project not otherwise provided for in this Agreement, such as improvements noted in Appendix H, Evaluation of Existing Equipment Items, may be arranged for between the ENGINEER and the OWNER and incorporated into this Agreement.

ARTICLE 2. DUTIES OF THE OWNER. The OWNER agrees to provide the ENGINEER with complete information concerning the requirements of the project and to perform as follows:

A. Make available all prior studies, reports, permits, applications, and all records pertaining to the subject wastewater facilities.

B. Provide access to and make all provisions for the ENGINEER to enter upon the premises of the Paul L. Brunner Water Pollution Control Plant as required for the ENGINEER to perform such work as surveys and inspections in the development of the project.

C. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

D. Promptly hold all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the project including legal and fiscal services and pay all costs incidental thereto.

E. Furnish the ENGINEER with a copy of any design and construction standards he shall require the ENGINEER to follow in the preparation of contract documents for the project.

F. Appoint an OWNER'S representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies. The ENGINEER shall be entitled to rely on all representations made by the OWNER'S representative unless otherwise directed in writing by the OWNER.

G. Furnish groundwater and soils analyses, laboratory analysis, sampling data on wastewater and sludge characteristics, and flow measuring data of wastes.

H. Sign and file for all necessary approvals from regulatory agencies and to pay all cost incidental thereto.

I. Upon notice, promptly inform the ENGINEER of any changes or defects in the project.

J. Furnish all labor for any necessary operations of the equipment and appurtenances of the existing facilities as may be required by the ENGINEER.

K. Furnish information on soil and underground conditions at the project site.

ARTIGLE 3. PAYMENTS TO THE ENGINEER. For the services rendered under this Agreement, the ENGINEER shall be paid a lump sum amount of Eighty-four Thousand Six Hundred Dollars ($84,600). Partial payments shall be made to the ENGINEER based upon monthly billings proportionate to the ENGINEER'S estimate of work completed.

For any services heretofore described in this Agreement, but for which no estimated costs have been included, appropriate methods of compensation shall be incorporated into this Agreement upon approval by both parties.

ARTIGLE 4. DESIGN GREDIT. Whenever renderings, photographs of renderings, photographs of models, or photographs of the project are released by the OWNER for publicity, proper credit for engineering shall be given to the ENGINEER, provided the giving of such credit is without cost to the OWNER.

ARTICLE 5. SUGGESSORS AND ASSIGNMENTS. The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators, and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement.

ARTIGLE 6. OWNERSHIP OF DOCUMENTS. All reports and other work product of the ENGINEER for this project are instruments of service for this project only and shall remain the property of the ENGINEER whether the project is completed or not. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this project or on any other project without the written permission of the ENGINEER shall be at the OWNER'S

risk, and the OWNER agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the OWNER or by others acting through the OWNER. Any reuse or adaptation of the ENGINEER'S instruments of service occurring after the written agreement of the ENGINEER may entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 7. GOVERNING LAWS. This Agreement shall be governed by the law of the State of Indiana.

ARTICLE 8. GENERAL CONDITIONS. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project.

ARTICLE 9. TERMINATION. This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due.

ARTICLE 10. EXECUTION. The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate this 30th day of July, 1986.

HOWARD NEEDLES TAMMEN & BERGENDOFF

By _____

Title Associate

CITY OF FORT WAYNE, INDIANA

By _____

_____

_____

Its Board of Public Works & Safety

Attest:

_____
Clerk

HI 76-90-22
7/30/86

Shambaugh & Son INC. MECHANICAL • ELECTRICAL • FIRE PROTECTION • WASTEWATER
9011 Front Street • Fort Wayne, Indiana 46818 • Phone: (219) 489-4545

July 2S, 1986

RECEIVED
JUL 28 1986
FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

City of Fort Wayne
City Utilities, Room 710
City County Building
One Main Street
Fort Wayne, IN 46802

Attn: Mr. Terry Atherton
Chief Water Engineer

Gentlemen:

Shambaugh & Son, Inc. hereby requests that the City of Fort Wayne grant it permission to construct a private water main across the utility easement which has been granted to the City of Fort Wayne adjacent to the west property line of the below described property.

Property commonly known as "Fort Wayne Pools" and located at S10 Sumpter Drive. The description obtained from the Aboite Township Assessors Office is:

"12.07 acres, 196S feet east of Hadley Road and north of railroad; northeast 1/4 except 1.72 acres of Wayne Township."

If permission is granted it shall be limited to the right to cross said easement and shall in no way alter the terms of the easement agreement.

The purpose of this request is to install a new 10" private fire service water main from the adjacent property to the west, to the Fort Wayne Pools property

to improve the available water supply for fire protection purposes. This installation is detailed on the enclosed Drawing FP-1 dated 7-11-86.

Trusting the above provides you with the required information and looking forward to receipt of your permission to proceed, we are

Yours very truly,

SHAMBAUGH AND SON, INC.
Fire Protection Division

T. C. Meyer
Vice President

/cs

Enclosure

The City of Fort Wayne hereby (grants, ~~denies~~) Shambaugh & Son, Inc. permission to proceed with the above described crossing of the easement.

SIGNED: David J. Kent

DATE: July 30, 1986

EASTLAND GARDENS-WOODLAND ACRES-STINSON'S SUBDIVISION
SEWER IMPROVEMENT RESOLUTION 900-1986 HI 76-89-19
"Preliminary" 7/30/86

Resolved by the Board of Public Works & Safety of the City of Fort Wayne, which will hear all interested persons, including those whose property is or will be affected by the proposed storm works and on any other matter pertaining to the said proposed works. Said proposed works only for use by property holders whose property abuts along the line of said works within the following described area:

The Southeast Quarter Section 30; Township 30 North, Range 13 East Allen County, Indiana.

Main Line: Beginning at an existing manhole located 15± LF North and 27± LF West of the intersection of Ridgeway Drive and Hessen Cassel Road; thence North 715± LF to a proposed manhole; thence West 1465± LF to a proposed manhole; thence North 685± LF to a proposed manhole and the end of the main line.

Lateral #1: Beginning at an existing manhole located 15± LF North and 27± LF West of the intersection of Ridgeway Drive and Hessen Cassel Road; thence Southwest 45± LF to a proposed manhole; thence West 660± LF to a proposed manhole and the end of Lateral #1.

Lateral #2: Beginning at a proposed manhole located 15± LF South and 27± LF West of the intersection of Dexter Drive and Hessen Cassel Road; thence West 1080± LF to a proposed manhole and the end of Lateral #2.

Lateral #3: Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Dellview Drive and Lemar Drive; thence West 300± LF to a proposed manhole and the end of Lateral #3.

Lateral #4: Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Stinson Drive and Lemar Drive; thence West 350± LF to a proposed manhole and the end of Lateral #4.

Lateral #5: Beginning at a proposed manhole located 15± LF South and 27± LF West of the intersection of Dellview Drive and Hessen Cassel Road; thence North 695± LF to a proposed manhole; thence West 920± LF to a proposed manhole and the end of Lateral #5.

Lateral #6: Beginning at a proposed manhole located 15± LF South and 27± LF West of the intersection of Stinson Drive and Hessen Cassel Road; thence West 800± LF to a proposed manhole and the end of Lateral #6.

Lateral #7: Beginning at a proposed manhole located 12± LF South and 9± LF East of the Southeast corner Lot #112 Eastland Gardens Section "B"; thence Northerly 185± LF to a proposed manhole; thence East 340± LF and the end of Lateral #7.

Main Line "A": Beginning at a proposed manhole located 5± LF East and 140± LF North of the intersection of Autumnview Drive and Tillman Road; thence North 2010± LF to a proposed manhole; thence East 1830± LF to a proposed manhole and the end of Main Line "A".

Lateral "B": Beginning at a proposed manhole located 15± LF East and 15± LF South of the interection of Autumnview Drive and Ridgeway Drive; thence East 490± LF to a proposed manhole and the end of Lateral "B".

Lateral "C": Beginning at a proposed manhole located 15± LF East and 15± LF South of the intersection; thence East 550± LF to a proposed manhole and the end of Lateral "C".

Lateral "D": Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Autumnview Drive and Stinson Drive; thence East 130± LF to a proposed manhole and the end of Lateral "D".

Lateral "E": Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Autumnview Drive and Castle Drive; thence East 395± LF to a proposed manhole and the end of Lateral "E".

Lateral "F": Beginning at a proposed manhole located 15± LF South and 15± LF East of the intersection of Autumnview Drive and Oakwood Drive; thence North 280± LF to a proposed manhole; thence East 395± LF to a proposed manhole and the end of Lateral "E".

Said sewers shall be 12', 15", 18", 21", 24", 27", 30", 36", and 42" in diameter.

And, said sewer with all its appurtenances shall be constructed in accordance with the plans, profiles, and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said drainage improvement project shall be paid and shared by the City of Fort Wayne through City of Fort Wayne Bond Issue and by benefited property owners through Barrett Law assessment.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and all provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate set by the Board of Public Works & Safety, per annum, and shall be financed by the Barrett Law Improvement Fund as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

All proceedings and works done on said improvements, assessments of property, collection of assessments and issuance of bonds, therefore shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

The Board reserves the right to confirm, modify or rescind said Resolution.

ADOPTED this 30th day of July, 1986.

BOARD OF PUBLIC WORKSS& SAFETY

By David J. Kiester
David J. Kiester Director

By Cosette R. Simon
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

HI 76-86-21

7/23/86

EMERGENCY

IMPROVEMENT RESOLUTION

For Street or Alley

No. 6052-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve South Clinton Street from Rudisill Avenue to McKinnie Street by constructing new curbface walk, driveway/alley approaches and all related work required, all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works & Safety of said City; and such improvement is now ordered.

The Indiana Department of Highways has contracted to resurface Clinton Street from Northrop to Lafayette Street. The project started on Monday, July 21,1986. The above described work must be completed by August 21, 1986 and/or coordinated in such manner as to not interfere or cause delay to the Indiana Department of Highways project.

It is hereby found by said Board of Public Works & Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from _____.

Adopted this 23rd day of July, 1986.

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester

Cosette R. Simon

Lawrence D. Consalvos

ATTEST:

Helen Gochenour, Clerk

HI 76-86-17
7/23/86

BOARD OF PUBLIC WORKS CONTRACT

FOR SPECIAL CONSULTANT SERVICES

RE: UTILITY CONSUMER REGULATORY AFFAIRS

THIS AGREEMENT, made and entered into between

CITY UTILITIES of the CITY OF FORT WAYNE, INDIANA acting through and by its BOARD OF PUBLIC WORKS, (hereinafter called the "UTILITY"),and

Laura A. Arnold, Principal of THE ARNOLD GROUP, 310 N. Alabama Street, Indianapolis, IN 46204 (hereinafter called the "CONSULTANT");

WITNESSETH:

WHEREAS, the UTILITY requires services related to the monitoring of proceedings and the possible intervention by the UTILITY or the City of Fort Wayne, as a party in certain regulatory proceedings, together with staff support, investigation, compilation of data, and the obtaining, generally, of relevant information to assist and advise the UTILITY, and its counsel; and

WHEREAS, THE CONSULTANT represents that she has particular experience and abilities in the performance of the services required; and

WHEREAS, the UTILITY, through its Board of Public works, pursuant to pertinent provisions of Indiana statues, has the power and authority to enter into contracts for services deemed by it necessary and beneficial to the UTILITY; it is

THEREFORE, AGREED AS FOLLOWS:

1. The UTILITY employs the CONSULTANT to perform the services specified in the 1986-1987 Proposal and Work Plan, attached and made a part of this Agreement;

2. The term of this agreement shall be from July 1, 1986 to June 30, 1987;

3. The UTILITY agrees to compensate the CONSULTANT for services provided under this agreement as follows:

a. A monthly retainer of eight hundred and seventy-five dollars ($875.00).

b. Reimbursement of all out-of-pocket expenses including but not limited to photo-copying, printing, postage, long distance phone calls, travel, entertainment and information services not to exceed an average of One Hundred Twenty-Five Dollars ($125.00) for each month of the agreement.

c. Every month, the CONSULTANT, shall submit to the UTILITY a monthly voucher together with a Certification of Claim.

d. In support of each Claim, the CONSULTANT shall submit a brief narrative, describing, in general terms, the activities of the CONSULTANT with respect to the Work Plan attached to and made a part of this Agreement as well as an itemized list of all reimburseable expenses.

e. The UTILITY shall remit and pay the amount of the claim, within ten (10) days after submission of the proper claim.

f. The total compensation payable under this agreement shall be Twelve Thousand Dollars ($12,000.00).

4. It is anticipated that the CONSULTANT may have and serve other clients; it is further anticipated that the CONSULTANT may have and utilize an assumed business name, or may hereafter incorporate, and nothing herein contained shall preclude the CONSULTANT from assigning the proceeds of this Agreement, provided, however, that the services performed hereunder are personal services and may not be performed by any other than the CONSULTANT, individually, utilizing an assumed business name, or as employee of a corporation in which she is the principal shareholder, without prior written consent of the UTILITY.

5. If both parties desire to extend this agreement beyond the termination date set forth in Paragraph 2, each will notify the other party within sixty (60) days of that termination date. A new contract will then be negotiated and executed. In that event, and if for some acceptable reason said written contract cannot be signed before the termination date, the parties agree to be bound by the terms of this agreement for no longer than thirty (30) days past the termination date set forth in Paragraph 2.

6. The Proposal and Work Plan attached hereto and incorporated herein may, from time to time be amended by mutual agreement of the parties in writing.

7. Nothing herein contained shall permit the CONSULTANT to represent that she is an employee of the City of Fort Wayne, Indiana or of the UTILITY, provided further that the CONSULTANT may represent that she is under a contractual relationship to the UTILITY, and if she shall, on behalf of the City or the UTILITY or otherwise engage in any activity requiring registration by the CONSULTANT with any sate or federal government, regulatory agency or political subdivision thereof, as lobbying or representation, she shall register as a lobbyist, or representative, or agent as may be required.

8. CONSULTANT is an independent contractor, not an employee of the City or UTILITY, and shall be responsible for and pay any and all taxes due as a result of compensation or other monies paid hereunder. UTILITY shall have no liability of any kind or character for any injury to person or damage to property that may result from the performance of CONSULTANT'S duties hereunder, except for such injury or damage proximately caused by the direct and intentional negligence of the UTILITY, the City of Fort Wayne, or their employees. Notwithstanding the forgoing, the UTILITY shall indemnify and defend the CONSULTANT from and against any lawsuits and claims filed against the CONSULTANT by any entity or person, that result from the work product generated hereunder.

by David J. Kiess DATE 7/23/86

by _____ DATE _____

by J.D. Conklin DATE 7/23/86

for the BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA
(The "UTILITY)

and

by Laura A. Arnold DATE 7/16/86
LAURA A. ARNOLD, for the ARNOLD GROUP
(The "Consultant")

1986-87 WORK PLAN

UTILITY CONSUMER REGULATORY ISSUES

The following is an outline of anticipated issues at the PSC from July 1, 1986 through June 30, 1987.

A. Northern Indiana Public Service Company (NIPSCO)

1. Bailly Refund Case, Cause No. 37972
2. Electric rate case for Schahfer Unit 18, Cause No. 38045

B. Indiana and Michigan Electric Company (I&M)

1. General Electric Case, Cause No. 38063

C. General Telephone Company of Indiana (GTE)

1. quality of service standards

D. Indiana Bell Telephone Company (Bell)

1. Local calling plan, Cause No. 38059

STATE LEGISLATIVE AFFAIRS

The following is an outline of issue areas for anticipated state legislative activities during the 1987 session of the Indiana General Assembly.

A. Utility regulatory issues

1. electric
2. natural gas
    * natural gas bypass and transportation
3. telecommunications
    * local measured service
    * deregulation and separate subsidiaries
4. water and sewer
    * municipal sewer liens
    * municipal utility PSC assessment fees

EMERCENCY RESOLUTION NO. 76-84-2

WHEREAS, a pavement blow-up occurred in the 900 block of East Paulding Road; and

WHEREAS, Street Engineering Department determined an emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. A-48340 was issued by the Purchasing Department to Three Rivers Barricade and Equipment Co. for barricades; and

WHEREAS, Mergy Construction Co. was working on a pavement blow-up at 5700 block South Anthony, Street Engineering received a bid of $3,536.80 from Mergy Construction Co., Inc.

NOW, THEREFORE the Board of Public Works & Safety hereby declares an Emergency exists to repair said pavement and the Purchasing Department has issued a purchase order to Mergy Construction Co., Inc. for their bid in the amount of $3,536.80. The P.O. Number is A-48339.

Adopted this date: July 21, 1986

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester

David J. Kiester

Cosette R. Simon

Lawrence D. Consalvos

Lawrence D. Consalvos

ATTEST:

Helen Cochenour

Helen Cochenour, Clerk

EMERGENCY RESOLUTION NO. 76-84-1

WHEREAS, a pavement blow-up occurred in the 5700 block of South Anthony Blvd.; and

WHEREAS, Street Engineering Department determined an emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. A-48306 was issued by the Purchasing Department to Three Rivers Barricade and Equipment Co. for barricades; and

WHEREAS, Street Engineering received bids from John Dehner in the amount of $3,001.20, Hipskind Concrete Corp. in the amount of $3,460.18, Tomco Construction Co. did not call back until 11:00 a.m., and Mergy Construction in the amount of $2,730.91.

NOW, THEREFORE the Board of Public Works & Safety hereby declares an Emergency exists to repair said pavement and the Purchasing Department has issued a purchase order to Mergy Construction co., Inc. for the lowest bid in the amount of $2,730.91. The P.O. Number is A-48305.

Adopted this dated: July 21, 1986

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester
Director, Board of Public Works

Cosette R. Simon
Director, Administration and Finance

Lawrence D. Consalvos
Director, Board of Public Safety

ATTEST:

Helen Cochenour, Clerk

EMERCENCY RESOLUTION NO. 76-86-11

WHEREAS, a pavement blow-up occurred in the 6600 block of North Clinton Street; and

WHEREAS, Street Engineering Department determined an emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. A-48353 was issued by the Purchasing Department to Three Rivers Barricade and Equipment Co. for barricades; and

WHEREAS, Mergy Construction Co. was working on a pavement blow-up at 5200 block of North Clinton Street, Street Engineering received a bid of $9,193.05 from Mergy Construction Co., Inc.

NOW, THEREFORE the Board of Public Works & Safety hereby declares an Emergency exists to repair said pavement and the Purchasing Department has issued a purchase order to Mergy Construction Co., Inc. for their bid in the amount of $9,193.05. The P.O. Number is A-48354.

Adopted this date: July 29, 1986

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

David J. Kester

Cosette R. Simon

Lawrence D. Consalvos

ATTEST:

Helen Cochenour, Clerk

HL 76-52-19
7/14/86

Easement #36303

EASEMENT FOR GAS MAINS
Form 820-1C
Rev. 2-61

Know All Men, That City of Fort Wayne

herein called the "grantors", in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a strip of land situated in Section 25, Township 31 North, Range 12 E of the Second Principal Meridian, in the county of Allen, State of Indiana, described as follows:

A strip of land situated in the Northeast Quarter (NE¼) of said Section 25, said strip of land being 25 feet wide and lying 12.5 feet wide each side of a survey line, and said survey line produced, said survey line being described as follows:

Beginning at the Northeast corner of the West Half (W½) of the Northeast Quarter (NE¼) of said Section 25; thence North 89°-24' West along the North line of the Northeast Quarter (NE¼) of said Section 25 a distance of 884 feet to the TRUE POINT OF BEGINNING of this description; thence South 0°-54' West a distance of 463.3 feet to a point on the Northerly right-of-way line of US Highway 30.

ALSO

A 15 foot wide temporary easement line West of and adjacent to the North 418.8 feet of the above described permanent easement.

ALSO

A 50 foot wide temporary easement lying 12.5 feet wide on the East side of and 37.5 wide on the West side of the South 44.5 feet of the survey line of the above described permanent easement.

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 16th day of July A.D., 1986

David Frick (SEAL) ..... (SEAL)

..... (SEAL) ..... (SEAL)

J. D. Conrad (SEAL) ..... (SEAL)

In consideration of one dollar ($1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

..... (SEAL)

This instrument prepared by:
Raymond D. Cole
Northern Indiana Public Service Company

76-81-2
7-16-86

Form 3B I&ME Co.
(Indiana 12/83)

This Agreement entered into this 16th day of July, 1986

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and

The City of Fort Wayne, One Main Street, Fort Wayne, Indiana

or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

Southwest Pumping Station--10734 Indianapolis Road, Fort Wayne, Indiana

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter until either party shall give the other not less than six (6) months notice in writing of his or its election to discontinue the service. The date that service shall be deemed to have commenced under this Agreement shall be May 21, 1986.

The electric energy delivered hereunder shall be alternating current at approximately 277/480 volts 4 wire single phase volts wire three phase and it shall be delivered at secondary terminals of Company owned pad mounted transformer

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at pad mounted transformer

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at kw 225 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff W.S.S.-SEC. as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Account Number 4310-91-04925-02

INDIANA & MICHIGAN ELECTRIC COMPANY

By: George L. Phillips

Title: Marketing & Customer Services Manager

THE CITY OF FORT WAYNE

By: David Hunt

Title: Director, Board of Public Works

First Revised Sheet No. 6
Cancels Original Sheet No. 6
P.S.C.I. No. E-13

INDIANA & MICHIGAN ELECTRIC COMPANY
STATE OF INDIANA

TARIFF M.G.S.
(Medium General Service)

Availability of Service.

Available for general service customers with demands of 5 KW or greater. Service is not available for new customers with normal maximum demands in excess of 100 KW.

Customers served under this tariff prior to November 28, 1984, whose average billing demands for 12 consecutive months exceed 100 KW, will be billed the lesser of the following amounts: (1) the amount owed under the tariff which reflects the customer's service characteristics; or (2) 120 percent of the amount owed under this tariff. Beginning November 28, 1985, customers served under this provision, whose average billing demands exceed 100 KW, will be billed the lesser of the following amounts: (1) the amount owed under the tariff which reflects the customer's service characteristics; or (2) 140 percent of the amount owed under this tariff. As of November 28, 1986, all customers served under this provision, whose average billing demands exceed 100 KW, will be shifted to the appropriate tariff and billed in accordance with that tariff.

Rate.

Demand Charge	$6.196	per KW
Energy Charge	3.891¢	per KWH

Service Charge.

For secondary service	$ 21.90	per customer per month
For primary service	$111.00	per customer per month

Minimum Charge.

This tariff is subject to a minimum monthly charge equal to the monthly service charge plus the demand charge multiplied by the monthly billing demand. The minimum monthly charge so determined shall be subject to adjustments as determined under the Delivery Voltage paragraph.

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of $3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of $3.00 there shall be added ten percent (10%) of the first $3.00, plus three percent (3%) of the amount of the bill in excess of $3.00.

Credits Modifying Rate.

Bills computed under the rate set forth herein will be modified by credits as follows:

(A) Metered Voltage.

The rate set forth in this tariff is based upon the delivery and measurement of energy at the secondary distribution voltage level. When the measurement of energy is made at primary distribution voltage level, the KWH and KW as metered will be multiplied by 0.94.

(Cont'd on Sheet No. 6A)

Approved by the Public Service Commission of Indiana in

Cause No. 37457

Issued by
William A. Black, President
Fort Wayne, Indiana

Issued: December 3, 1984

Effective: December 10, 1985

Original Sheet No. 6A
P.S.C.I. No. E-13

INDIANA & MICHIGAN ELECTRIC COMPANY
STATE OF INDIANA

TARIFF M.G.S.
(Medium General Service)

(Cont'd from Sheet No. 6)

(B) Delivery Voltage. T

When the customer furnishes and maintains the complete substation equipment including any and all transformers and/or switches and/or other apparatus necessary for the customer to take his entire service at primary distribution voltage, a credit of $0.45 per KW of monthly billing demand will be applied to each monthly net bill. I

Monthly Billing Demand.

Energy supplied hereunder will be delivered through not more than 1 single-phase and/or 1 poly-phase meter. Billing demand in KW shall be taken each month as the single highest 15-minute peak as registered during the month by a 15-minute integrating demand meter or at the Company's option as the highest registration of a thermal-type demand meter. Where energy is presently delivered through 2 meters, the monthly billing demand will be taken as the sum of the 2 demands separately determined. For the purpose of billing, no demand shall be less than 5 KW.

Fuel Cost Adjustment. T

This rate is subject to the Company's fuel cost adjustment, determined in accordance with the provisions of Item No. 22 of the Terms and Conditions of Service. T

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 14 and/or 16 of the Terms and Conditions of Service.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of energy supply, but who desire to purchase standby or back-up electric service from the Company. Where such conditions exist the customer shall contract for the maximum amount of demand in KW which the Company might be required to furnish, but not less than 5 KW. The Company shall not be obligated to supply demands in excess of that contracted for. In the event that the customer's actual demand, as determined by demand meter or indicator, in any month exceeds the amount of the then existing contract demand, the contract demand shall be increased automatically to the maximum demand so created by the customer. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be 5 KW or the contract demand, whichever is greater, and the minimum charge shall be as set forth under paragraph "Minimum Charge" above.

Customers with cogeneration and/or small power production facilities may also take service under EXPERIMENTAL SCHEDULE COGEN/SPP or by special agreement with the Company.

(Cont'd on Sheet No. 6B)

Approved by the Public Service Commission of Indiana in Cause No. 37457

Issued by
William A. Black, President
Fort Wayne, Indiana

Issue: December 3, 1984

EFFECTIVE ON THE DATE OF COMMERCIAL OPERATION OF ROCKPORT 1 SAID COMMERCIAL OPERATION DATE TO BE CERTIFIED BY COMPANY OFFICER AND FURNISHED TO THE COMMISSION ON THE FIRST AVAILABLE BUSINESS DAY ON OR FOLLOWING COMMERCIAL DATE

First Revised Sheet No. 6B
Cancels Original Sheet No. 6B
P.S.C.I. No. E-13

INDIANA & MICHIGAN ELECTRIC COMPANY
STATE OF INDIANA

TARIFF M.G.S.
(Medium General Service)

(Cont'd from Sheet No. 6A)

Load Management Time-of-Day Provision.

Available to customers who use energy storage or other load management devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Customers eligible to be served under this provision shall have the load management devices separately metered by a time-of-day meter.

Monthly Rate.

Service Charge:	$7.00 per customer per month
Energy Charge:	9.140¢ per KWH for all KWH consumed on-peak I 2.590¢ per KWH for all KWH consumed off-peak I

For the purpose of this provision, the on-peak billing period is defined as 7:00 AM to 10:00 PM, local time, for all weekdays (Monday through Friday). The "off-peak" billing period is defined as 10:00 PM to 7:00 AM, local time, for all weekdays and the entire 48 hours during weekends (Saturday and Sunday).

The customer shall be responsible for all local facilities required to take service under this provision.

Approved by the Public Service Commission of Indiana In

Cause No. 37457

Issued by
William A. Block, President
Fort Wayne, Indiana

Issue: December 3, 1984

Effective: December 10, 1985

First Revised Sheet No. 12
Cancels Original Sheet No. 12
P.S.C.I. No. E-13

INDIANA & MICHIGAN ELECTRIC COMPANY
STATE OF INDIANA

TARIFF W.S.S.
(Water and Sewage Service)

Availability of Service.

Available for the supply of electric energy to waterworks systems and sewage disposal systems. Customer shall contract with the Company for a reservation of capacity in KVA sufficient to meet the maximum load which the Company may be required to furnish.

Rate.

Energy Charge.

For secondary service.	.4.807¢ per KWH	I
For primary service.	.3.635¢ per KWH	I

Service Charge.

For secondary service.	.$ 23.65 per customer per month	I
For primary service.	.$ 39.90 per customer per month	I

Delayed Payment Charge.

All bills under this schedule shall be rendered and due monthly. If not paid within seventeen (17) days after the bill is mailed, there shall be added to bills of $3.00 or less, ten percent (10%) of the amount of the bill; and to bills in excess of $3.00 there shall be added ten percent (10%) of the first $3.00, plus three percent (3%) of the amount of the bill in excess of $3.00. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

Minimum Charge.

The above rate is subject to a minimum monthly charge of $3.07 per KVA of contract capacity plus the monthly service charge. I

Fuel Cost Adjustment.

This rate is subject to the Company's fuel cost adjustment, determined in accordance with the provisions of Item Number 22 of the Terms and Conditions of Service.

Terms of Contract.

Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months written notice to the other of the intention to discontinue service under the terms of this tariff. Where new Company facilities are required, the Company reserves the right to require initial contracts for periods greater than 1 year.

Special Terms and Conditions.

This tariff is subject to the Company's Terms and Conditions of Service.

(Cont'd on Sheet No. 12A)

Approved by the Public Service
Commission of Indiana in

Cause No. 37457

Issued by
William A. Black, President
Fort Wayne, Indiana

Issue: December 3, 1984

Effective: December 10, 1985

HI

STREET LICHTINC RESOLUTION

No. # 181-86

Street Lighting Maintenance
and Unit Price Contract

Resolved by the Board of Public Works and Safety of the City of Fort Wayne, Indiana, that it is deemed necessary to obtain bids for the maintenance of and new construction on the municipally owned street lighting system of the said City and such work is now ordered.

Adopted this 9th day of July 1986.

Board of Public Works & Safety

David J. Kiester

David J. Kiester, Director
Public Works

Cosette R. Simon, Director
Finance and Administration

Lawrence D. Consalvos

Lawrence D. Consalvos, Director
Public Safety

Attest:

Helen Gochenour

Helen Gochenour, Clerk

HI

EMERGENCY RESOLUTION NO. 76-78-1

WHEREAS, a pavement blow-up occurred in the 5200 block of North Clinton Street; and

WHEREAS, Street Engineering Department determined an emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. A-53750 was issued by the Purchasing Department to Three Rivers Barricade and Equipment Co. for barricades; and

WHEREAS, Street Engineering received bids from Tomco Construction in the amount of $3,918.00, John Dehner, Inc. in the amount of $4,300.00, Hipskind Concrete (did not call back till 11:00 a.m.) and Mergy Construction Co., Inc. in the amount of $3,315.25

NOW, THEREFORE the Board of Public Works & Safety hereby declares an Emergency exists to repair said pavement and the Purchasing Department has issued a purchase order to Mergy Construction Co., Inc. for the lowest bid in the amount of $3,315.25. The P.O. Number is A-53751.

Adopted this date: July 8, 1986

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester

Cosette Simon

Lawrence D. Consalvos

ATTEST:

Helen V. Gochenour, Clerk

HI 76-76-18
7/2/86

IMPROVEMENT RESOLUTION

FOR STREET OR ALLEY

No. 6050-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Hurshtown Reservoir as a recreation facility. Phase I facilities will include an entry gate and road network, parking facilities, a boat ramp surface and launch area. A multi-Purpose building with a telephone, chemical toilets electrical outlets, and a drinking water supply. The reservoir will be further enhanced by docking facilities, row boats/canoes and related supplies, picnic tables and grills, benches, security lighting and tree planting. The proposed work will be all in accordance with the plans, profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now orderd.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the Water Utility.

Adopted, this 2nd day of July 1986.

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiel

Rosetta R. Tse

L.D. Conrad

ATTEST: Helen Gochenour
Helen Gochenour, Secretary and Clerk

HI 76-76-17
7/2/86

EMERGENCY

IMPROVEMENT RESOLUTION

For Street or Alley

No. 6051-86

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE INDIANA, That it is deemed necessary to improve South Clinton Street from Leith Street to Wildwood Avenue by constructing new curbface walk, driveway/alley approaches, Jersey Barrier and all related work required, all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The Indiana Department of Highways has contracted to resurface Clinton Street from Northrop to Lafayette Street. The project is scheduled to start on Monday July 21, 1986. Therefore, the above described work must be completed by July 21, 1986 and/or coordinated in such manner as to not interfere or cause delay to the Indiana Department of Highway Project.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvemet or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from Local Roads & Streets

Adopted, this July 2nd day of July 1986

ATTEST:

Helen Gochenour
Helen Gochenour
Secretary and Clerk

BOARD OF PUBLIC WORKS:

David Kunz

Cosetta Fimo

J.D. Conklin

HI 76-74-23
6/25/86

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1036 - 19 86

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along

LUDWIG PARK DRIVE, from the east property line of Lot 45, eastward

to the west property line of Lot 35, Ludwig Park Addition.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this ~~25~~ 11th day of June, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester
DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

Cosette R. Simon
COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

Lawrence D. Consalvos
LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

HI 76-70-79
6/18/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and hereby resolves as follows:

BE IT RESOLVED, that approval and authority is hereby given for the City to enter into an Easement Agreement with Irene S. Freistroffer, d/b/a, Henry's Restaurant;

BE IT RESOLVED, that the annexed Easement Agreement is approved in all respects; and

BE IT FURTHER RESOLVED, that the Board members are hereby empowered and authorized to execute the annexed easement agreement.

IN WITNESS WHEREOF, the above Resolutions have been passed this 18th day of June, 1986.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

HL 76-70-19
6/18/86

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 18th day of June, 1986, by and between the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works and Safety ("Grantor") and IRENE S. FREISTROFFER, d/b/a, HENRY'S RESTAURANT ("Grantee").

WITNESSETH:

WHEREAS, Grantee presently owns, maintains, and operates the business establishment known as Henry's Restaurant located at the corner of Main and Fulton Streets, Fort Wayne, Indiana, and commonly referred to as 536 West Main Street, Fort Wayne, Indiana;

WHEREAS, immediately west of and adjacent to Grantee's property the Grantor owns a right-of-way which was originally used for sidewalk and other pedestrian purposes;

WHEREAS, the Grantee has, for quite some time, maintained such right-of-way property to and for the benefit of the Grantor;

WHEREAS, the Grantee is desirous of acquiring an easement from the Grantor upon and over such right-of-way so that the Grantee can further maintain such right-of-way and utilize such right-of-way for parking for the benefit of the customers of Grantee;

WHEREAS, the right-of-way and the use of the right-of-way for parking purposes would not interfere with pedestrian or vehicular traffic.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

1. Grantor does hereby grant and convey unto the Grantee an easement upon and over the Grantor's right-of-way immediately west of the Grantee's property and described as follows:

Beginning at the existing southeast curb line of Fulton Street where it intersects with Main Street and running north along such curb line 87.22 feet and thence east 17 feet and thence south 87.22 feet along the existing wall of Grantee's property and thence west 17 feet to the point of beginning.

Such easement is granted by the Grantor to the Grantee for purposes of authorizing the Grantee to utilize such real estate for parking purposes.

2. Grantee's use and enjoyment of the property and this easement shall be subject to any and all existing easements, including utility easements, and is further subject to any future easements that may be required.

3. During the term of the easement, the Grantee shall be responsible for and shall maintain the property in good and sightly fashion. The Grantee shall indemnify and hold harmless the City from and against any liability of any kind or character with respect to the use or maintenance, such indemnification shall be with attorney's fees. Any injury or damage that results from the use or operation or maintenance of the easement or any such injury or damage that occurs thereon shall be the sole and exclusive responsibility of the Grantee. The Grantee shall present to the Grantor proof of insurance providing for such liability coverage in a form and in amounts deemed satisfactory by the Grantor.

4. The Grantee's use and operation and maintenance of the easement shall conform with all laws, rules, regulations, and ordinances.

5. The granting of the easement shall in no way limit the Grantor's or other utility companies' right to access upon, under, over, or through such property.

6. This easement shall continue in full force and effect until otherwise terminated by the Grantor.

7. This easement and the obligations, covenants, responsibilities, and rights hereunder shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, this document has been signed the day, month, and year first above written.

GRANTOR:

BOARD OF PUBLIC WORKS AND SAFETY

BY: _____
David J. Kiester
Board of Public Works

BY: _____
Cosette R. Simon
Director of Administration
and Finance

BY: _____
Lawrence D. Consalvos
Director of Public Safety

GRANTEE:

_____
IRENE S. FREISTROFFER

77

76-69-16

MARTIN LUTHER DRIVE SANITARY SEWER EXTENSION 6/18/86
RESOLUTION 902-1986 Preliminary

****

RESOLVED by the Board of Public Works & Safety that it is deemed necessary to improve the Martin Luther Drive area by the construction of sanitary sewers in the following described area:

Bounded on the South by the North right-of-way line of St. Joe Center Road; on the East by the St. Joe River; on the North by a line 800± LF North of and parallel to the North right-of-way line of St. Joe Center Road and on the West by a line 125± LF West of and parallel to the West right-of-way line of Martin Luther Drive.

SANITARY SEWERS

The construction of a main sewer which from its size and character is not only intended and adapted for use by property holders whose property abuts the line of said sewer but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered in and along the following described sewer line:

Main Line:

Beginning at an existing sanitary sewer manhole 550± LF North and 225± LF East of the centerline intersection of Martin Luther Drive and St. Joe Center Road; thence Southeasterly 110± LF to proposed sanitary sewer manhole #1 thence Southwesterly 200± LF to a proposed sanitary sewer manhole; also Northeasterly from Manhole #1 200±LF to a proposed sanitary sewer cleanout.

And said improvements with all appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvements all according to the method and mannder provided for in the Acts of the General Assembly of the State of Indiana. Indiana Code Title 36-9-18-1 through 36-9-18-45 and 36-9-21-1 through 36-9-21-18 effective 1 September 1981 and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum as set by the Board of Public Works & Safety and shall be financed under Barrett Law Revolving Funds as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessments of property collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 18th day of June 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director

By Cosette R. Simon
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

APPROVED as to form and legality:

R. D. Snouffer
Richard D. Snouffer, Associate
ASSOCIATE CITY ATTORNEY

HI 76-69
6/15/86

AGREEMENT

For

SEWER EXTENSION

THIS AGREEMENT, made in triplicate, this 18th day of June, 1986, by and between Macke Development Corp., an Indiana Corporation hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works & Safety hereinafter referred to as "CITY", WITNESSETH, THAT:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows: See attached Exhibit "A". To be defined on construction permits for each phase of development.

in accordance with plans, specifications, and profiles heretofore submitted to and approved by "CITY" and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" as presented by Coil & Dickmeyer, Inc., dated April 29, 1986, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also anyadjoining land areas, and;

WHEREAS, the cost of construction of sewers within Exhibit "A" is to be paid by "OWNER", including City Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval.

All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY".

Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY" and all further maintenance thereafter shall be borne by "CITY".

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and, to hold "CITY" harmless from any liability for claims connected herewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate: See attached Exhibit "A" and Coil & Dickmeyer acreage assessments assignment.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above-described real estate, no additional costs will accrue or become payable for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE (Oversizing, etc., cost of existing sewage works).

An area connection charge of $475.00 per acre has been paid to "CITY" for 81.22 Acres as shown on Exhibit "A". This area connection charge is in addition to improvements on site for which "OWNER" will pay or has paid.

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or

permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER" for himself, herself, his/her successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him/her as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

As further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, herself, his/her successors and assigns, agree by this contract, to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein. "OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER" his/her successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title. "OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Board of Public Works & Safety of the City of Fort Wayne as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his/her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located

or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above wirtten.

"OWNER"
MACKE DEVELOPMENT CORP.

By Elmer H. Macke
Elmer H. Macke President

~~Secretary~~

"CITY"

Win Moses, Jr., Mayor

Board of Public Works & Safety

David J. Kiester, Director
of Public Works

~~Cecette~~ R. Simon, Director
of Administration & Finance

Lawrence D. Consalvos, Director
of Public Safety

ATTEST: Helen Gochenour
Helen Gochenour, Clerk

Approved as to Form and Legality
ASSOCIATE CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally acknowledged Elmer H. Macke President of Macke Development Corp., who acknowledged the execution of the foregoing Agreement ~~as and for his/her/its~~ for and on behalf of said corporation and by its authority for the uses & purposes therein contained.
WITNESS my hand and notarial seal this 11th day of June, 1986.

Helen O. Gochenour
Notary Public Helen O. Gochenour
Resident of Allen County

My Commission Expires:

6-22-87

HELEN O. GOCHENOUR
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 22, 1987
ISSUED THRU INDIANA NOTARY ASSOC.

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Win Moses, Jr., Mayor, David J. Kiester, Cosette R. Simon, and Lawrence D. Consalvos, as the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of June, 1986.

Notary Public
Resident of Allen County

My Commission Expires:

3-1-88

This instrument prepared by: William D. Swift, Attorney.

cc. File
@ Marion-Pkr.

COIL & DICKMEYER, INC.

Civil Engineers - Land Surveyors

C. DAVID COIL, P.E., L.S., President
KERRY D. DICKMEYER, L.S., Vice President

RECEIVED
MAY 13 1986
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

May 9, 1986

Mr. C. Duane Embury
Water Pollution Control
City of Fort Wayne, Indiana

Dear Duane,

Please find the following area calculations for the PINE VALLEY, LAKE PINE VALLEY AND BURNING TREE ADDITIONS on the Northside of Pine Valley Country Club that Macke Development Corp. is presently developing.

ADDITION	GROSS ACRES	- PUBLIC/PARK AC.	= NET RESIDENTIAL ACRES
PV 14th	17.5	3.43	14.07
PV 13th	11.36	3.17	8.19
Burning Tree	44.15	11.00	33.15
Lake P.V.	31.28	9.73	21.55
P.V. 15th	14.29	10.72	3.57
Total			80.53

This includes all the land presently under the filed Primary Plats for this area along Union Chapel Road, Coldwater Road and North of Pine Valley Country Club 11th and 12 th Additions.

Respectfully submitted
COIL & DICKMEYER, INC.

Kerry D. Dickmeyer, LS

6044 East State Blvd. Fort Wayne, Indiana 46815 219-749-0125

HI 76-64-23
6/11/86

"COURTYARDS SANITARY and STORM SEWER IMPROVEMENT"
Resolution 422-1986

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana that it is deemed necessary to separate the existing combinatioo sewer by installing a separate sanitary sewer and a separate storm sewer for the health and safety of the citizens within the immediate area as follows:

Bounded on the Northb by Wayne Street; bounded on the East by Calhoun Street; bounded on the South by Washington Boulevard and bounded on the West by Webster Street.

Sanitary Sewer

Beginning at an existing combination sewer lcoated 180± LF East of and 160± LF South of the centerline intersection of Harrison and Wayne Streets; thence due North 180± LF to a proposed manhole set over the existing Wayne Street Interceptor.

For purposes of an alternate bid, the following described centerline is proposed:

Beginning at tbe same aforementioned point; thence due North 150± LF to a proposed cleanout; thence Nortbeasterly 100± LF to an existing manhole structure set over said existing Wayne Street Interceptor.

Said sanitary sewer shall be 12" in diameter.

Storm Sewer Separation

Beginning at a proposed manhole set over an existing storm sewer located 200± LF West of and 25± LF South of tbe centerline intersection of Harrison and Wayne Streets; thence Easterly along the South curb line of said Wayne Street 250± LF to a proposed catchbasin structure; tbence Southerly along the curbline of Harrison Street a distance of 170± LF to a proposed inlet structure; thence Westerly 70± LF terminating at a proposed inlet located along the West right-of-way line of Harrison Street witbin an existing alley.

Said Storm sewers shall be 12" and 15" in diameter.

And said improvement with all appurtenances shall be constructed in accordance witb the plans, profiles and specifications now on file in the Department of tbe Board of Public Works & Safety of said City.

The cost of said sanitary and storm sewer project shall be paid by City Utilities of the City of Fort Wayne.

All proceedings and any work done on said improvements, assessment of property collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemtntal thereof.

ADOPTED this 11th day of June 1986.

Board of Public Works & Safety

By _____
David J. Kiester, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ATTEST: _____
Helen Gochenour, Clerk

HL 76-65-42

IMPROVEMENT RESOLUTION

FOR STREET WIDENING

NO.6049-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Parnell Avenue (East Side) from State Blvd. to a point 240 ft. South there of:

a) Widening Pavement

b) Replacing Sidewalk with Curbface Walk

c) Improve Drainage

d) Replacing Driveway and Alley Approach

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 11th day of June, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kunt

Cosette R. Gmitter

James D. Condon

ATTEST: Helen W. Hoagland
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 6/6/86

PROJ PARNELL AVE. WIDENING RES. NO: 6049-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Common Excavation	122	CY		
2.	Concrete Curbface Walk 6" (Include Wingwalk & Ramp)	1238	SF		
3.	Concrete Curb Type II-A	180	LF		
4.	Concrete Curb Type III	40	LF		
5.	6" Concrete Pavement (Drive)	8	SY		
6.	8" Concrete Pavement (Alley)	9	SY		
7.	Preparing Grade for Asphalt	1	LS		
8.	Stone for Drive #73	10	TON		
9.	Traffic Control	1	LS		
10.	Std. Inlets (Complete in Place)	2	EA		
11.	Std. C.B. (Complete in Place)	1	EA		
12.	Type "A" Casting (Solid)	2	EA		
13.	R.C.P. Class III(Incl. Backfill)	30	LF		

SUBTOTAL: $14,100.50
E&I: $1,410.05

TOTAL: $15,510.55

Sheet 1 of 1

781

HI 76-64-22
6/1/86

CITY OF FORT WAYNE

RESOLUTION NO. 76-64-22

REVISION OF SPECIFIED NON-RECURRING CHARGES

Due to the financial loss occurring in the Water Utility on remote meter installations and frozen meter charges, which loss is caused by the rise in costs of materials and labor, the Board of Public Works & Safety deems it necessary to increase installation charges in accordance with the following schedule:

READOMATICS	Proposed Charge
Meter Size:	
3/4"	$ 36.00
1"	36.00
1-1/2"	39.60
2"	48.00

A one time charge is made to help defray labor costs; unit remains property of Utility.

FROZEN METER CHARGES	
Meter Size:	
5/8" & 5/8x3/4" (with remote)	$ 35.00
5/8" & 5/8x3/4" (without remote)	17.75
1" and over - book less depreciation	

APPROVED AND ADOPTED THIS 11th DAY OF June, 1986.

Above charges to become effective _____, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester

David J. Kiester, Director Public Works

Cosette R. Simon

Cosette R. Simon, Director Admn. & Finance

Lawrence D. Consalvos

Lawrence D. Consalvos, Director Public Safety

HI 76-60-19
6/4/86

AGREEMENT

THIS AGREEMENT made and entered into this 4th day of June, 1986, by and between the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS AND SAFETY ("City"), and LIGHT & BREUNING, REALTORS ("Manager").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, it is hereby agreed as follows:

1. Manager will manage and operate, in turn-key fashion, the City's parking lot located east of the Historical Museum. Such management shall occur during the 1986 Three Rivers Festival on the following days and at times specified:

DAY	DATE	TIME AVAILABLE*
Saturday	July 12	All Day
Sunday	July 13	All Day
Monday	July 14	After 6:00 P.M.
Tuesday	July 15	After 6:00 P.M.
Wednesday	July 16	After 6:00 P.M.
Thursday	July 17	After 6:00 P.M.
Friday	July 18	After 6:00 P.M.
Saturday	July 19	All Day
Sunday	July 20	All Day

*or such time as designated by the City of Fort Wayne.

2. Manager shall provide the necessary personnel to properly manage the facility and Manager shall be responsible to pay all such personnel. It is understood and agreed that neither Manager nor individuals utilized by Manager hereunder, shall be deemed to be employees of the City, but rather Manager is an independent contractor solely responsible for personnel that it utilizes.

3. Manager shall indemnify and hold the City and its departments, boards and employees, from and against all losses and liabilities of any kind or character that may occur to person or property, including but not limited to, Manager, its personnel, parked vehicles, individuals parking and individuals exiting or traversing the facility while on foot or in a vehicle, that results from the management or use of the parking facility during the management period. Furthermore, Manager shall provide, to the City, a Certificate of Insurance deemed acceptable and satisfactory to the City, naming the City as an additional insured and in a minimum amount of Five Hundred Thousand Dollars ($500,000.00).

4. All vehicles will be clear of the facility by 5:30 A.M. and Manager will cause all trash and debris to be removed therefrom, by 6:00 A.M. each morning and shall cause all trash and debris to be removed from the facility at the end of the last parking day.

5. Manager shall keep proper records demonstrating all parking monies and fees collected by it during the management of the facility and shall, upon completion of the management of the facility, remit to the City fifty percent (50%) of all such proceeds and gross fees as so collected and received by Manager. The remaining fifty percent (50%) shall be kept by Manager as its total compensation hereunder. Manager shall be responsible to pay all of its bills and shall be responsible for any taxes as a result of compensation received by Manager hereunder.

IN WITNESS WHEREOF, this Agreement has been signed the day, month and year first above written.

CITY OF FORT WAYNE, INDIANA, by its BOARD OF PUBLIC WORKS AND SAFETY

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: _____
Cosette R. Simon, Director of Administration & Finance

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

LIGHT & BREUNING, REALTORS

BY: Tim W. Breuning
Tim W. Breuning

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY

OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and hereby resolves as follows:

BE IT RESOLVED, that approval and authority is hereby given for the City to enter into an agreement with Tim W. Breuning, DBA Light & Breuning, relative to the managing of parking facilities during the Three Rivers Festival;

BE IT RESOLVED, that the annexed agreement is approved in all respects;

BE IT RESOLVED, that an emergency exists that requires the execution of the contract at this time so that the functions of the Three Rivers Festival and the safety of the public are not jeopardized; and

BE IT FURTHER RESOLVED, that the Board members are hereby empowered and authorized to sign the annexed agreement.

IN WITNESS WHEREOF, the above Resolutions have been passed this 11th day of June, 1986.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

HI

EMERGENCY RESOLUTION NO. 76-60-17

WHEREAS, a pavement blow-up occurred in the westbound lane of Illinois Road at Getz Road; and

WHEREAS, Street Engineering Department determined an Emergency existed for immediate barricading and repair to protect the safety and welfare of motorists; and

WHEREAS, an Emergency Purchase Order No. A-47753 was issued by the Purchasing Department to Three Rivers Barricade & Equipment Co. for barricades; and

WHEREAS, Street Engineering received bids from Tomco Construction in the amount of $3,000.00, John Dehner, Inc. in the amount of $1,840.00, Hipskind Concrete in the amount of $2,400.00 and Mergy Construction in the amount of $1,760.00

NOW, THEREFORE the Board of Public Works & Safety hereby declares an Emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to Mergy Construction Co., Inc. for the lowest bid in the amount of $1,760.00

Adopted this date: 6-4-86

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

David Kiester

Cosette Simon

Lawrence Consalvos

ATTEST:

Helen V. Gochenour, Clerk

Easement #35893

EASEMENT FOR GAS MAINS
Form 820-IC
Rev. 2-61

NO INDIANA GROSS INCOME TAX IS DUE OR PAYABLE AS A RESULT OF THIS CONVEYANCE.

HI 76-60-18 6/11/86

86-026616

Know All Men, That

THE CITY OF FORT WAYNE IN ALLEN COUNTY, INDIANA

herein called the "grantors", in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a

strip of land situated in Section 19, Township 31 North, Range 13 E of the Second Principal

Meridian, in the county of Allen, State of Indiana, described as follows:

A strip of land situated in the South Half ($S\frac{1}{2}$) of said Section 19, said strip of land being 50 feet wide and lying 25 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

Beginning at the Northeast corner of the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section 19; thence South 90° West along the North line of the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section 19 a distance of 2601.1 feet to a point; thence South 27°-07' West a distance of 986 feet to the TRUE POINT OF BEGINNING of this description, said point being Point J; thence North 82°-31' West a distance of 272 feet more or less to a point on the Easterly edge of the St. Joseph River, said point being Point K.

1986 JUL 25 AM 11:58
ALLEN COUNTY RECORDER
Virginia A. Berry

ALSO:

a 150' wide temporary easement lying on the Northerly side of and adjacent to that part of the above described permanent easement lying between points J and K.

The temporary easement shall expire upon completion of 12" gas main.

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 1st day of July, A.D. 1986

David J. Krister (SEAL)

(SEAL)

Lawrence D. Consolvas (SEAL)

DULY ENTERED FOR TAXATION

JUL 25 1986

(SEAL)

(SEAL)

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY (SEAL)

In consideration of one dollar ($1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

(SEAL)

THIS INSTRUMENT PREPARED BY:
RAYMOND D. COLE
NORTHERN INDIANA PUBLIC SERVICE COMPANY
Northern Ind - 5265 Holman Ave - Hammond, IN 3320

5.50 EM

STATE OF INDIANA
COUNTY OF Allen } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state

David J. Kreiter & Lawrence D. Cossairt

who acknowledged the execution of the foregoing instrument to be their voluntary act and de

WITNESS my hand and notarial seal this 4th day of June, 19 87

Helen M. Gackenheimer (SEAL)

NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 22, 1987
ISSUED THRU INDIANA NOTARY ASSOC.

My Commission expires 6-22-87 Notary Public

STATE OF INDIANA
COUNTY OF ..... } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state

who acknowledged the execution of the foregoing instrument to be ..... voluntary act and deed

WITNESS my hand and notarial seal this ..... day of ....., 19.....

.....(SEAL)

My Commission expires ..... Notary Public

STATE OF INDIANA
COUNTY OF ..... } SS.

BE IT REMEMBERED that on this ..... day of ....., A.D., 19....., before me, a

Notary Public in and for the county and state aforesaid, personally appeared .....

..... President and ..... , ... Secretary, respectively of ..... and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes set forth.

WITNESS my hand notarial seal the day and year first above written.

.....(SEAL)

My Commission expires ..... Notary Public

EASEMENT FOR GAS MAINS

FROM .....Grantor,

TO
NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by C. M. MERROW, JR.

Date Ft. Wayne District DATE

Contract File No. 35823

Charge Acct. No. 4751-X

85

Easement #35893-A

86-026617

EASEMENT FOR GAS MAINS
Form 820-1C
Rev. 2-61

NO INDIANA GROSS INCOME TAX IS DUE OR PAYABLE AS A RESULT OF THIS CONVEYANCE.

HI 76-60-18 6/4/86

Know All Men, That

THE CITY OF FORT WAYNE IN ALLEN COUNTY, INDIANA

herein called the "grantors", in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a

strip of land situated in Section 19, Township 31 North, Range 13 E of the Second Principal

Meridian, in the county of Allen, State of Indiana, described as follows:

A strip of land situated in the South Half ($S\frac{1}{2}$) of said Section 19, said strip of land being 50 feet wide and lying 25 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

Beginning at the Southwest corner of the said Section 19; thence North along the West line of said Section 19 a distance of 488 feet to the Easterly line of the (old) Indiana Service Corporation property; thence Northeasterly along the Easterly line of said (old) Indiana Service Corporation property a distance 84 feet to a point; thence South 82°-31' East a distance of 852 feet to a point, said point being the Southwest corner of the 17.91 acre tract described in Declaratory Resolution No. 660; thence North 10°-29' East along the Westerly line of said 17.91 acre tract a distance of 25 feet to the TRUE POINT OF BEGINNING of this description, said point being Point M; thence South 82°-31' East a distance of 146 feet more or less to a point on the Westerly edge of the St. Joseph River, said point being Point L.

ALSO:

A 150' wide temporary easement lying on the Northerly side of and adjacent to that part of the above described permanent easement lying between points L & M.

Temporary easement shall expire upon completion of 12" gas main project.

ALLEN COUNTY, INDIANA
86 JUL 23 AM 11:39

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 4th day of July, A.D., 19 86

David J. Krister (SEAL)

(SEAL)

Lawrence D. Consolvas (SEAL)

DULY ENTERED FOR TAXATION
JUL 25 1986
AUDITOR OF ALLEN COUNTY

(SEAL)

(SEAL)

Gloria J. Goeglein (SEAL)

In consideration of one dollar ($1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

(SEAL)

THIS INSTRUMENT PREPARED BY:
RAYMOND D. COLE
NORTHERN INDIANA PUBLIC SERVICE COMPANY
5265 Hohman Ave. - Hammond, 46320

5.50 EK

STATE OF INDIANA
COUNTY OF Allen } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and atate

David J. Kuster & Laurence D. Conselman

who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 4th day of June, 19 86

Helen D. Jackman (SEAL)

HELEN D. JACKMAN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 22, 1987
ISSUED THRU INDIANA NOTARY ASSOC.

My Commission expires 6-22-87 Notary Public

STATE OF INDIANA
COUNTY OF ..... } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and atate

who acknowledged the execution of the foregoing instrument to be ..... voluntary act and deed.

WITNESS my hand and notarial seal this ..... day of ....., 19.....

.....(SEAL)

My Commission expires ..... Notary Public

STATE OF INDIANA
COUNTY OF ..... } SS.

BE IT REMEMBERED that on this ..... day of ....., A.D., 19....., before me, a Notary Public in and for the county and state aforesaid, personally appeared .....

..... President and ....., ... Secretary, respectively of ..... and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes set forth.

WITNESS my hand notarial seal the day and year first above written.

.....(SEAL)

My Commission expires ..... Notary Public

EASEMENT FOR GAS MAINS

FROM ..... Grantor,

TO NORTHERN INDIANA PUBLIC SERVICE COMPANY

Checked by C. M. HERROW, JR.

Date .....

District Ft. Wayne

Contract File No. 35893-A

Charge Acct. No. 4751-X

HI 76-60-14
6/4/86

WATER POLLUTION CONTROL TREATMENT
AGREEMENT BETWEEN
THE CITY OF FORT WAYNE, INDIANA
AND
ALLEN COUNTY REGIONAL SEWER DISTRICT

86-024348

THIS AGREEMENT (hereinafter referred to as "Agreement") entered into this 4th day of June, 1986, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and ALLEN COUNTY REGIONAL SEWER DISTRICT, a sewer district established under the laws of the State of Indiana (hereinafter referred to as "Contractee").

1986 JUL 11 PM 3:48
ALLEN COUNTY RECORDER

WITNESSETH THAT:

WHEREAS, Contractee is installing a sewage accumulation system in and around the village of Arcola in the County of Allen (hereinafter referred to as "Arcola System"); and

WHEREAS, Contractee does not have a sewage treatment plant with the capacity and/or capability to adequately treat and dispose of the sewage from said Arcola System; and

WHEREAS, Contractor has a sewage treatment plant with capacity available for the treatment of sewage accumulated in the Arcola System; and

WHEREAS, Contractor has heretofore adopted, and may hereafter from time to time adopt amendments to an Ordinance and regulations pertaining to the discharge of waste, sewage, and other materials into its sewage treatment plant, facilities, and lines; and

WHEREAS, Contractee is desirous of discharging waste sewage into the Contractor's system for treatment subject to full compliance by itself and all of its customers with the terms and provisions of said existing Ordinance and regulations of Contractor as well as all amendments thereto as Contractor may adopt or make hereafter; and

WHEREAS, Contractor is agreeable to contracting with Contractee receiving and treating such sewage and waste only upon and subject to Contractee's and each of its customers full compliance with the terms and provisions of said ordinance, regulations and amendments;

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment and disposal service through Contractee's connection with the Fort Wayne sewer system for treatment and disposal of the sewage accumulated through the Arcola System pursuant to the following

Call
Duane Embury
427-1143

terms and conditions:

1. Effective Date. It is understood and agreed between the parties that this contract shall become effective after its execution and approval by the Board of Public Works and Common Council of the City of Fort Wayne and by the Board of Trustees of Contractee and any courts having jurisdiction over acts of said Board. It is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the Indiana Board of Health, and any other Federal or State regulatory agency as may be required by law.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the first date of connection or rendering of service hereunder.

This Agreement shall continue in full force and effect for an indeterminate number of five (5) year terms after the initial term unless one of the parties hereto shall notify the other party in writing at least three (3) years prior to the expiration of the original term, or any additional five (5) year term, of its desire not to continue the Agreement. In the event that there has been a change in physical conditions or rates applicable within the three (3) year period prior to the expiration of the original term or any additional five (5) year term, then the terms and conditions of any renewal hereunder shall be renegotiated in order to reflect the effect of such changes and the terms and conditions of this Agreement.

3. Interconnection. Contractee shall bear responsibility and expense for connecting the Arcola System with a sanitary interceptor line which is presently a part of Fort Wayne's sewer system at a point specified on Exhibit "A" attached, hereinafter designated as "Tap-In-Point".

The purpose of the tap-in of the Arcola System to the sanitary interceptor line shall be to transport the sewage from the Arcola System to the Fort Wayne sewer system for treatment. Contractee shall prepare, provide and construct, at its expense, the following:

A. Engineering plans and specifications for the force main, pumping stations, measuring devices and/or appurtenances to connect the Arcola System with the present Fort Wayne system at the metering and tap-in points, with copies of such plans and specifications to be given to the City of Fort Wayne at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow Fort Wayne to review and make written comment with respect to said submissions.

It is expressly understood and agreed by and between the parties that all costs of the tap-in, including the planning, inspection and construction of any transporting line to said tap-in point shall be borne exclusively by Contractee.

All tap-ins, all plans and specifications, all engineering and work to be performed by Contractee shall be subject to the prior written approval of Contractor.

4. Acceptance and Treatment of Sewage.

A. Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material to the metering point and/or tap-in point in a form suitable for passage through the Fort Wayne sewer line system. The metering point and tap-in point are located as shown on Exhibit "A".

B. Treatment. Contractor shall be solely responsible for the proper treatment, transportation and disposal of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Board, Indiana State Board of Health, the United States Environmental Protection Agency, and any and all other regulatory State and Federal agencies.

C. Sewage Materials Acceptable. Contractee shall comply in every regard where applicable with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, and as amended from time to time thereafter and specifically, but not limited to, Article III, Prohibited Industrial Discharge, and the Rules and Regulations of the U.S. Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under rules of any regulatory agency having jurisdiction in the circumstances. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time as to change the types of wastes which must be accepted by Contractor and the parties specifically agree to such amendments.

Upon discovery that unacceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by

any regulatory agency having jurisdiction are being transmitted by the Contractee's connection to Fort Wayne's system:

1. Contractee shall immediately cease delivery of such materials and/or waste upon verbal notification and confirmation thereof in writing, within twenty-four (24) hours, and

2. If Contractee shall fail to cease said transmission immediately, Contractor may, at its option, without liability and at Contractee's cost:

(a) Cut off the user, if such is ascertainable, which is found to be delivering unacceptable sewage to the Contractee's sewer system;

(b) Cease servicing the entire Contractee system and cease accepting all sewage transmission from Contractee until the cause for such action is remedied to the satisfaction of Contractor, the U.S. Environmental Protection Agency and the Stream Pollution Control Board of Indiana;

(c) Charge the Contractee for all costs and expenses which it shall have reasonably incurred in securing compliance with the terms and provisions of said Chapter 24 of this Code of the City of Fort Wayne as amended from time to time and all applicable rules and regulations pertaining to the discharge and treatment of sewage and waste materials. The parties do herewith make and constitute said Chapter 24 of Code of The City of Fort Wayne, all future amendments thereto, all applicable rules and regulations as a part of this Agreement.

D. Volume. In order to assure a daily volume of sewage flow which will not exceed 0.22 cfs. Contractee agrees that no changes modifications or alterations of any kind shall be made to any lift station, pump station, or equipment therein without the prior written consent of Contractor. No further taps or connections shall be made to the force main without Contractor's prior written consent and approval thereto. In the event of sewage flow which is greater than 0.22 cfs (.144 mgd hereafter "base mgd") for any 90 consecutive day period (hereafter "qualifying period") then an additional treatment plant capital charge (hereafter "surcharge") will be paid by Contractee subject to the following provisions:

1. The surcharge shall be equal to the capital charge for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd expressed in and collected for per 100 cu. ft. thereof.

2. So long as the tap-in point remains at Tap-in Point A, the Contractor shall not be required to accept sewage from the Arcola

System in volumes of flow which average more than one and one-half times the base mgd for any subsequent qualifying period.

3. If Contractee, for any 90 consecutive days, exceeds one and one-half times the base mgd, Contractee shall, at its option, immediately and permanently reduce the sewage flow to the base mgd limitation herein agreed.

E. Cost of Treatment.

1. Rate. Contractee agrees to pay to Contractor for the conveyance and treatment of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B". As provided in said rate schedule, Contractee agrees to pay, when applicable, any zone surcharge, excess strength surcharge, or flat charge so provided for.

The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted

2. Measure of Volume. Contractee shall install proper and adequate metering and sampling devices for the purpose of measuring the volume of sewage materials delivered to the metering point on Exhibit "A" for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor and shall provide for the following metering devices:

A. Magnetic Flow Meter (Fisher-Porter Style) with a running time meter on pump compatible with pumps.

B. ISCO Model 1680R or American Signa Model 6300 Automatic Sampler.

Each such device shall be subject to the inspection, testing and approval of each party at all times. For these purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering points and devices.

The cost of planning, designing, building and installing metering point or points and devices including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering devices, and will further

defray all costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor.

Composite twenty four (24) hour sampling will be conducted at the minimum of weekly intervals. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the U.S. Environmental Protection Agency regulations.

Material samples as received from the sampling devices shall be available to both contracting parties. In the event the Contractor provides testing for such samples, the reasonable cost of providing such services and tests shall be paid by Contractee in the amount set forth as the flat rate charge on Exhibit "B" attached hereto. Should Contractee desire the analysis of any samples other than the quarterly sampling by the Contractor, Contractee shall be billed at prevailing rate.

3. Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by metering devices previously specified shall be determined on or about the first Monday of each calendar month and shall be billed to Contractee within thirty (30) days thereafter for all charges applicable under rate schedules then in effect for the previous thirty (30) day metered period. Such charges shall commence on the first day sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, without the right of set-off, within twenty (20) days after being billed by Contractor.

4. Rate Covenants of Contractee. Contractee shall institute, maintain and enforce a system of user charges in accordance with Sec. 204 B (1), Public Law 95-217 as amended and supplemented

and guidelines and regulations promulgated by EPA from time to time thereunder. Contractee shall provide evidence of continuing compliance therewith as required by Contractor and pursuant to foregoing legislation and rules.

Contractee shall adopt and enforce ordinances providing for rates, rules and regulations and use of its sewage system which are in conformity with the reasonable requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor on a continuing basis, to be awarded grants from the State of Indiana and from EPA and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

F. Billing.

Contractor will be responsible for reading the metering devices at the metering and tap-in points designated in paragraph 4.A. above and for billing the Contractee therefore in accordance with rate schedules then in effect.

5. Litigation. Contractee agrees and undertakes to hold harmless and indemnify Contractor from any damages arising from Contractee's operation of the Arcola System.

6. Compliance with Rules, Regulations, Standards and Laws. The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems.

7. Service Area. During the term of this agreement or any extension thereto, Contractee shall not expand the service area of the Arcola System, as said System is identified in Exhibit "C" attached, without prior approval, in writing, of Contractor. However, such approval shall not be withheld except for good cause shown.

8. Additional Tap-In Points. Should it become necessary or convenient for the parties hereto to tap into the Contractor's sewer system at more than one (1) point in order to permit adequate service, the location of such tap-in point shall be negotiated between the parties. All of the terms and conditions of this Agreement shall apply to any such additional tap-in points.

9. Remedies in the Event of Default. In the event that Contractee shall default hereunder and said default is not cured within thirty (30) days of written notice of same, or, in the event said default is not of a type which can be cured within thirty (30) days, or Contractee is not proceeding with due diligence to cure said default within thirty (30) days of written notice of same, or if Contractee shall fail to make any payment hereunder within thirty (30) days after said payment is due to Fort Wayne (no notice being necessary in the event of non-payment), then Contractor may apply to any court of competent jurisdiction for the appointment of a receiver to administer all matters relevant to the Arcola System and to fix, charge and collect rates for such service. Collections realized from such receivership proceedings shall be paid out as follows:

First, to payment of any delinquent sewage charges to the City of Fort Wayne.

Second, to payment of expenses of operation, repair and maintenance of the Contractor's system;

Third, to payment of any revenue bond obligations, or matured long-term debt;

Further, to payment of any other obligations hereunder.

Contractee now consents and agrees to the appointment of such receiver in the event of default and specifically acknowledged receipt of sufficient consideration for such consent and agreement, and now waives any future recourse to said appointment.

10. Inspection and Enforcement.

a. Contractee shall, within thirty (30) days from date hereof, furnish to Contractor a written list of the names, and addresses of all commercial and industrial users in Contractee's system, the nature of each such users' business, and the name of a responsible person to be contacted at each such user. Contractee shall keep said listing current as to additional or deleted users.

b. Contractee shall cause the terms and provisions of said Chapter 24, all amendments thereof and all applicable rules and regulations of Contractor to be a part of each agreement or contract which it has with each such commercial and industrial user, as well as its own rules and regulations and governing authority.

City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, IN 46801

and the Contractee's official address is:

Allen County Regional Sewer District
1812 Fort Wayne Bank Building
Fort Wayne, IN 46802

12. Benefit. All of the provisions of this Agreement shall insure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

CITY OF FORT WAYNE, INDIANA

BY: _____
WINFIELD C. MOSES, JR.
ITS MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

_____
DAVID J. KIESTER, DIRECTOR OF PUBLIC WORKS

_____
COSETTE R. SIMON, DIRECTOR OF ADMINISTRATION AND FINANCE

_____
LAWRENCE D. CONSALVOS, DIRECTOR OF PUBLIC WORKS

ATTEST:

_____
HELEN GOCHENOUR, CLERK

Approved as to form & legality

_____
RICHARD T. SNOUFFER, ATTORNEY
Assistant City

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of June, 1986, personally appeared Winfield C. Moses, Jr., and David J. Kiester, Cosette R. Simon, and Lawrence D. Consalvos, the above-named Mayor and Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, who acknowledged the execution of the foreoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, this 4th day of June, 1986.

My Commission Expires:

DIANE K GLADIEUX
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES FEB 8,1988
ISSUED THRU INDIANA NOTARY ASSOC.

_____
Notary Public and Resident of Allen County, IN

c. Contractee hereby appoints Contractor's Board of Public Works and Safety as its agent with full authority and license to enforce through the Contractee's Attorney, the provisions of the Contractees Sewer Use Ordinance (SUO) and all applicable State and Federal Regulations upon the customers of the Contractee at Contractee's expense. Failure by the Contractee to take effective and appropriate enforcement action against any customer for a violation of its SUO or any pretreatment standard of any State, Interstate, or Federal authority within 10 days of its discovery shall result in a charge of $1,000.00 per violation. After the 10 day self enforcement period each day that any such violation continues shall constitute a separate offense. In the event Contractee's attorney fails to take such effective and appropriate action within ten (10) days, then Contractor, as Contractee's agent shall be authorized to take appropriate action through its own attorneys all at Contractee's expense.

d. Contractee shall within one hundred and twenty (120) days from date here of or prior to interconnection, have their sewer use ordinance approved by the Contractor.

e. Contractor shall invoice Contractee for monitoring and laboratory services performed by Contractor in monitoring, surveillance and testing of individual commercial and industrial users of Contractee's system at the same rate as Contractor customarily charges its own customers. Contractee shall pay all such charges within thirty (30) days of date of such invoice. Contractee shall seek to recover such charges from its own customers but its failure to secure such payment shall not release, abate, or in any manner relieve it of its obligation to pay Contractor.

11. Notices. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. As of the date of the execution of this agreement, Contractor's address is:

ALLEN COUNTY REGIONAL SEWER DISTRICT

BY: Jack M. Krouse Pres. BY: Glen R. Patrick

BY: Morrie Sprinkle Secy. BY: Greg Buckel

BY: O.R. Sessions BY: _____

BY: Paul E. Brumbaugh Trus

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State this 19th day of March, 1986. personally appeared Jack M. Krouse, Morrie Sprinkle, O.R. Sessions, Paul E. Brumbaugh, Glen R. Patrick and Greg Buckel, the above-named Members of the Board of Trustees of the Allen County Regional Sewer District, who acknowledged the execution of the foreoing Agreement and that the same is their free act and deed.

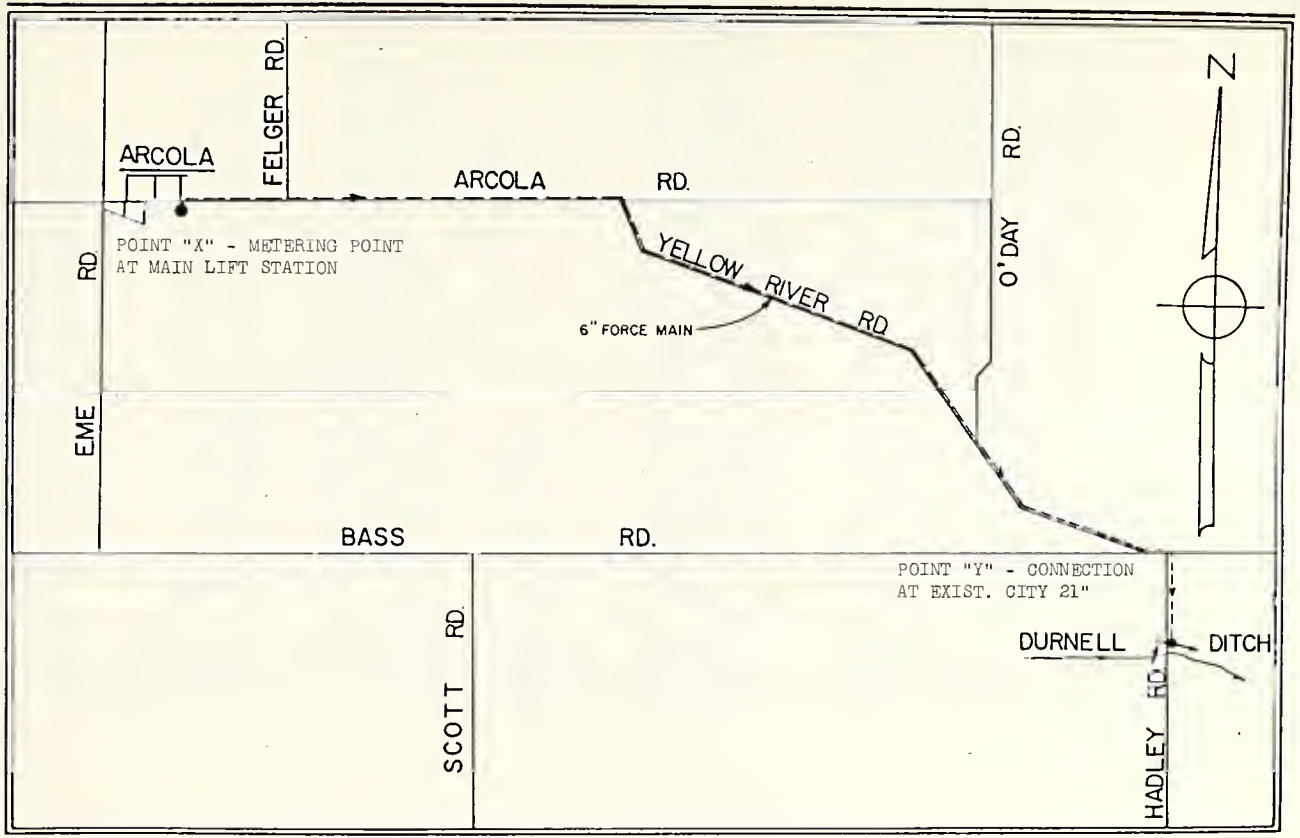
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, this 19th day of March, 1986.

My Commission Expires:

June 14, 1989

DONALD B. STEININGER
Notary Public and Resident
of Allen County

Instrument prepared by DONALD B. STEININGER, Attorney at Law.



ALLEN COUNTY REGIONAL SEWER DISTRICT

ARCOLA PROJECT

EXHIBIT - A

EXHIBIT B

-1 Volume Charge (cents per 100 cu. ft.)

Treatment	34.23
Capital Charge	2.96
	37.19

-2 Variable Charge (cents per 100 cu. ft.)
A variable charge for conveyance and collection costs attributable to the portion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the Volume Charge.

-3 Flat Charge
In addition to the foregoing charges based on volume of sewage treated and conveyed each contract customer will pay a monthly billing charge of $2.50 and a monthly surveillance charge of $100.00.

-4 Excess Strength of Wastes Surcharge
In the event a contract customer contributes waste having a strength in excess of domestic waste characteristics, as hereinbefore defined, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations:

	Cents Per Pound
Suspended Solids - (SS)	4.17
Biochemical Oxygen Demand - (BOD)	4.63
Phosphorus - (P)	37.61
Ammonia- (NH_3)	11.41

-5 Capital Surcharge
In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu.ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

-6 Other Provisions
In the event sewage received pursuant to any contract entered into under this Section exceeds any of the limitations imposed by this Chapter, the City shall have the right to impose all charges, limitations, and penalties applicable to any non-contract user by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that the contract customer shall agree to enact and maintain a Sewer Use Ordinance and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204 (b) (1). Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35-905-8, 35-928-1, 35-928-2, and 35-935-13.

87

HI
75-54-15
6/10/86

IMPROVEMENT RESOLUTION

FOR STREET OR ALLEY

NO.6047-86 ASPHALT RESURFACING THIRD PACKAGE

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

RUDISILL BLVD: From a point 100 ft. ± east of Lafayette Street to the east curb line of Smith Street.

ECKART STREET: From the east curb line of Hanna Street to the east curb line of John Street.

REED STREET: From the south curb line of Capital Avenue to the north curb line of Pettit Avenue.

WEISSER PARK AVENUE: From the south curb line of Oxford Street to the north curb line of Rudisill Blvd.

PACKARD AVENUE: From the east curb line of Calhoun Street to the west curb line of Clinton Street.

AVONDALE DRIVE: From the south curb line of Oxford Street to the north curb line of Rudisill Blvd.

HANNA STREET: From the south curb line of Buchanan Street to the north curb line of Rudisill Blvd.

ANTHONY BLVD.: From the south curb line of Rudisill Blvd. as platted east to the north curb line of McKinnie Avenue.

STANDISH DRIVE: From the south pavement line of Pettit Avenue to the north curb line of Paulding Road.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 21st day of May, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kreek

Rosetta R. Simon

Laurene D. Canada

ATTEST: Helen D. Gochenour
Secretary and Clerk

Version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 5/19/86

PROJ ASPHALT RESURFACING PROGRAM 1986 THIRD PACKAGE RES. NO: 6047-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Pavement Removal	11881	SY		
2.	H.A.C. #9 Binder	3589	TON		
3.	H.A.C. #11 Binder	3785	TON		
4.	H.A.C. A-2 Surface	2717	TON		
5.	H.A.C. "B" Surface	698	TON		
6.	Joint & Crack Sealer	6.8	TON		
7.	W.V.'s Adj. & Set to Grade	74	EA		
8.	Std. C.B.'s(Complete in Place)	37	EA		
9.	M.H.'s Adj. & Set to Grade	39	EA		
10.	C.B.'s Adj. & Set to Grade	58	EA		
11.	#53 Crushed Stone(Rolled & Compacted)	275	TON		
12.	50 lb bags Prismo Yellow Granular Thermoplastic	107	EA		
13.	Fiber Pave	20286	LB		
14.	Std. Inlets	3	EA		
15.	Pavement Planeing	9299	SY		

SUBTOTAL: $488,077.25
E&I: $48,807.73

TOTAL: $536,884.98

Sheet 1 of 1

HI 16-60-15
6/4/86

PARTIAL RELEASE OF EASEMENT

The indenture made this 4th day of June, 1986, between the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation and INDUSTRIAL ENGINEERING, INC., an Indiana corporation, Witnesseth that,

WHEREAS, the City of Fort Wayne, Allen County, Indiana was granted a certain 14.0' x 801.44' sanitary sewer easement by Industrial Engineering, Inc. on the 15th day of September, 1981 as described below and recorded on September 18, 1981 as Document No. 81-019128 in the Office of the Recorder of Allen County, Indiana, and

WHEREAS, the City of Fort Wayne no longer has a use for a portion of the said sanitary sewer easement per the terms of this agreement, and

WHEREAS, Industrial Engineering, Inc. agrees to and acknowledges that it is bound by the terms of this agreement to guarantee to any prospective buyer and to the City of Fort Wayne that in the event that Industrial Engineering, Inc. would at any time or times in the future sell off a part of the tract of land that is legally described as follows Industrial Engineering, Inc. will guarantee to the prospective buyer and to the City of Fort Wayne that Industrial Engineering, Inc. will provide "public" sewer service to the real estate that is the subject of the selloff, said real estate being more particularly described as follows:

Part of the Northwest Quarter of Section 21, Township 30 North, Range 12 East in Allen County, Indiana, more particularly described as follows:

Beginning at a point on the east line of the Northwest Quarter of said Section, said point being 300 feet South of the northeast corner of the Northwest Quarter of said Section; thence South along the east line of the Northwest Quarter of said Section a distance of 814.54 feet; thence West and parallel to the south line of the Northeast Quarter of the Northwest Quarter of said Section a distance of 258.38 feet; thence Northerly a distance of 815.44 feet to a point located 300 feet South of the north line of the Northwest Quarter of said Section; thence East and parallel to the north line of the Northwest Quarter of said Section a distance of 280.4 feet to the point of beginning, containing 5.23 acres more or less, subject to road rights of way and easements.

TOGETHER WITH:

Part of the Northeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Section; thence North 90 deg. 00 min. 00 sec. West (assumed bearing) along the north line thereof, 522.17 feet; thence South 01 deg. 55 min. 25 sec. East, 411.00 feet to the point of beginning; thence North 90 deg. 00 min. 00 sec. East, 238.00 feet; thence South 02 deg. 03 min. 13 sec. East, 910.70 feet, (recorded 913.62 feet) to a point on the south line of the Northeast Quarter of the Northwest Quarter of said Section; thence South 89 deg. 37 min. 30 sec. West, along said south line 115.02 feet; thence North 01 deg. 55 min. 25 sec. West, 695.58 feet, (recorded 697 feet); thence South 89 deg. 37 min. 30 sec. West. 125.00 feet; thence North 01 deg. 55 min. 25 sec. West 216.62 feet to the point of beginning, containing 3.000 acres and subject to easements and rights of way of record.

WHEREAS, Industrial Engineering, Inc. acknowledges and agrees that the sanitary sewer within aforesaid easement will become a private system maintained by owner and that the private sewer line serving the above-described real estate will not be maintained by the City of Fort Wayne.

NOW, THEREFORE, the City of Fort Wayne, Allen County, Indiana, now releases to Industrial Engineering, Incorporated, an Indiana Corporation, the 14' x 801.44' sanitary sewer easement more particularly described as follows:

An area 14.0' x 801.44' along the West side of property described on attached survey. Beginning at a point located 1101.54' South of and 278.38' West of the Northeast corner of the Northwest 1/4 of Section 21, Township 30 North, Range 12 East, said point being the Northwest corner of an existing easement; thence North along West property line of above mentioned property a distance of 801.44' to a point; thence East along the North property line of said property a distance of 14.0' to a point; thence South and parallel to aforementioned West property line a distance of 801.44' to a point; thence West along the North line of aforementioned existing easement a distance of 14.0' to the point of beginning.

However, the City of Fort Wayne hereby retains a permanent 14' x 14' sanitary sewer easement on the subject real estate, as set out in a document titled GRANT OF EASEMENT entered between Industrial Engineering, Inc. as Grantor and the City of Fort Wayne as Grantee and recorded as Document Number 73-20681 in te Office of the Recorder of Allen County on August 21, 1973, the location of said sanitary sewer easement being more particularly described as follows:

Part of the Northwest Quarter of Section 21, Township 30 North, Range 12 East in Allen County, Indiana, more particularly described as follows:

An area 14.0' x 14.0' beginning at a point located 1114.54' South of and 278.38' West of the Northeast corner of the Northwest 1/4 of Section 21, Township 30 North, Range 12 East; thence North 14.0' to a point; thence East 14.0' to a point; thence South 14.0' to a point; thence West 14.0' to the point of beginning.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first written above.

INDUSTRIAL ENGINEERING, INC.

BY: _____
Harry P. Laffkas, President

ATTEST: Cynthia A. Laffkas
Secretary

CITY OF FORT WAYNE

BY: _____
Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS AND SAFETY

BY: David J. Kiester
David J. Kiester, Director

_____
Cosette R. Simon, Member

Lawrence D. Consalvos
Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the within named Industrial Engineering, Inc. by Harry P. Laffkas, its President and acknowledged the execution of the foregoing agreement for and on behalf of said corporation and by its authority.

Witness my hand and official seal this 4 day of June, 1986.

Margaret H. Hyde
Notary Public
Resident of Allen County, IN
My Commission Expires: 4-1990

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared on behalf of the City of Fort Wayne the Honorable Winfield Moses, Jr., Mayor, and acknowledged the execution of the foregoing agreement for and on behalf of the City of Fort Wayne.

Witness my hand and official seal this 4th day of June, 1986.

DIANE K GLADIEUX
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES FEB 8,1988
ISSUED THRU INDIANA NOTARY ASSOC.

Diane K. Gladieux
Notary Public
Resident of Allen County, IN
My Commission expires: 2-8-88

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the within named Board of Public Works and Safety for the City of Fort Wayne, by: David J. Kiester, Director, Cosette R. Simon, Member, Lawrence D. Casalvos, Member and Helen V. Gochenour, Clerk of said Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing agreement for and on behalf of said Board by its authority.

Witness my hand and official seal this 4th day of June, 1986.

DIANE K GLADIEUX
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES FEB 8,1988
ISUED THRU INDIANA NOTARY ASSOC.

Diane K. Gladieux
Notary Public
Resident of Allen County, IN
My Commission expires: 2-8-88

Instrument prepared by F. John Rogers, Attorney at Law.

89

76-59-3
6/4/86

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of June, 1986, by and between the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works and Safety ("City") and THE KROGER CO., an Ohio Corporation ("Kroger").

WITNESSETH:

WHEREAS, the City is desirous of widening State Boulevard as shown on the attached Exhibit A;

WHEREAS, Kroger has contracted for the purchase of certain real property located in the City of Fort Wayne, Indiana, such property located south of State Boulevard between Clinton Street and Spy Run Avenue ("such property hereinafter referred to as Kroger property"); and

WHEREAS, Kroger is desirous of improving its property which would include the construction of curbs, curb cuts and other improvements on State Boulevard.

NOW, THEREFORE, in consideration of the agreements herein set forth, the parties further agree as follows:

1. In the event that the City proceeds with the widening of State Boulevard, the City shall perform or cause to be performed, that work as shown on the attached Exhibit A. Such work will include the widening of State Boulevard; the construction of gutters; and the construction of curbs and curb cuts. If the City performs or causes to be performed such work, then Kroger agrees to pay to the City the sum of Fifty-One Thousand Five Hundred Thirty-Seven and 75/100 Dollars ($51,537.75), as Kroger's

share of the cost of the work. Payment shall be made by Kroger to the City within thirty (30) days from completion of the work as aforedescribed. Provided, however that if the work is not completed by the City by May 1, 1987, then Kroger shall have no obligation to pay the sum herein referred to. In the event that Kroger does not anticipate opening its store by May 1, 1987, Kroger will give the City sixty (60) days advance notice of its intended opening date.

2. If the City does not proceed with the widening of State Boulevard or if the City does not complete the work by May 1, 1987, Kroger may, at its option, complete its own improvements, however all such work shall be subject to all necessary approvals and requirements of the City, its boards and departments.

3. Notwithstanding anything herein to the contrary, Kroger shall have no obligation to pay monies as herein indicated unless it acquires, by deed, contract or lease the right to utilize the Kroger property.

4. This Agreement shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement the day, month and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

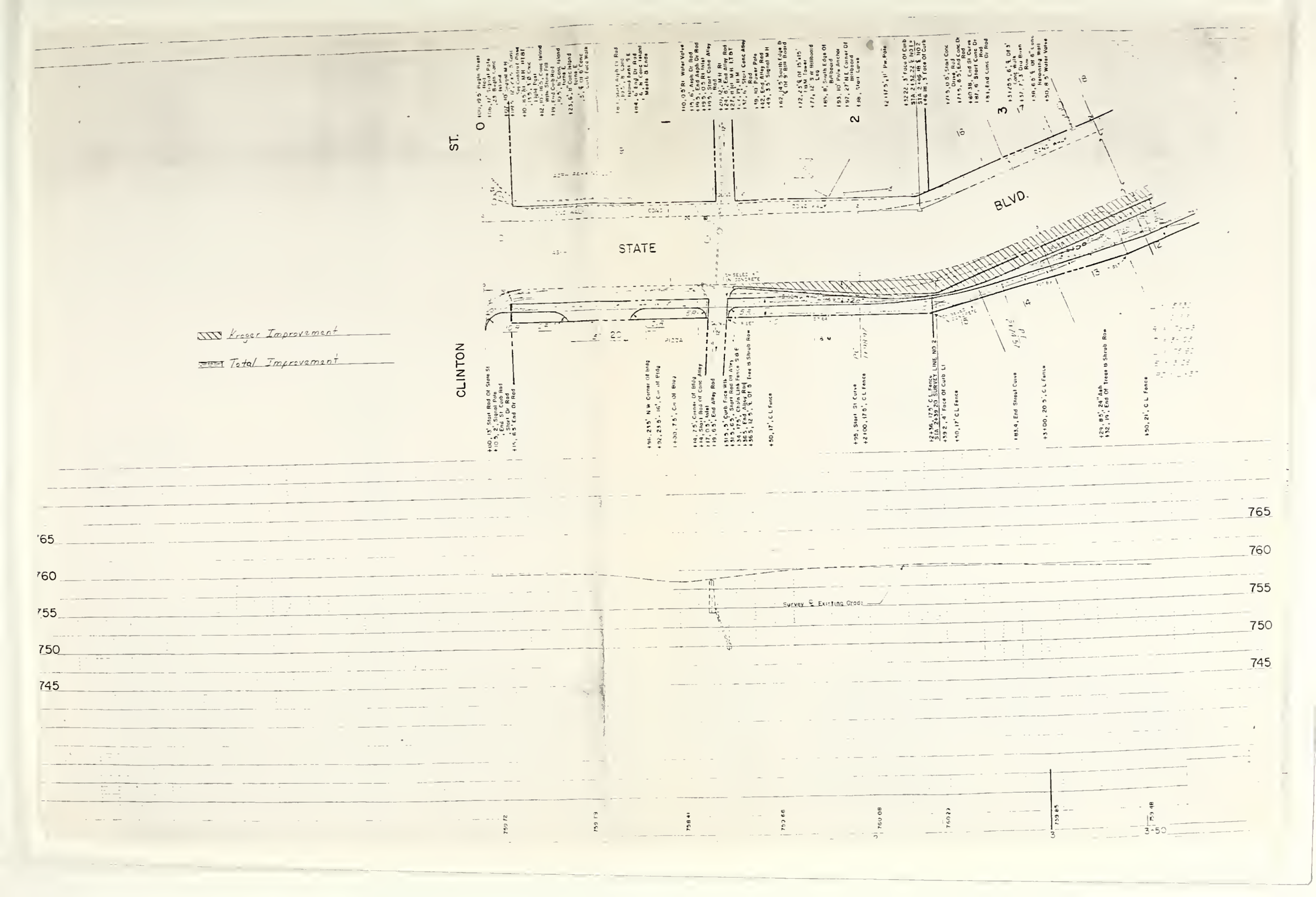
BY: David J. Kiester
David J. Kiester, Director of
Public Works

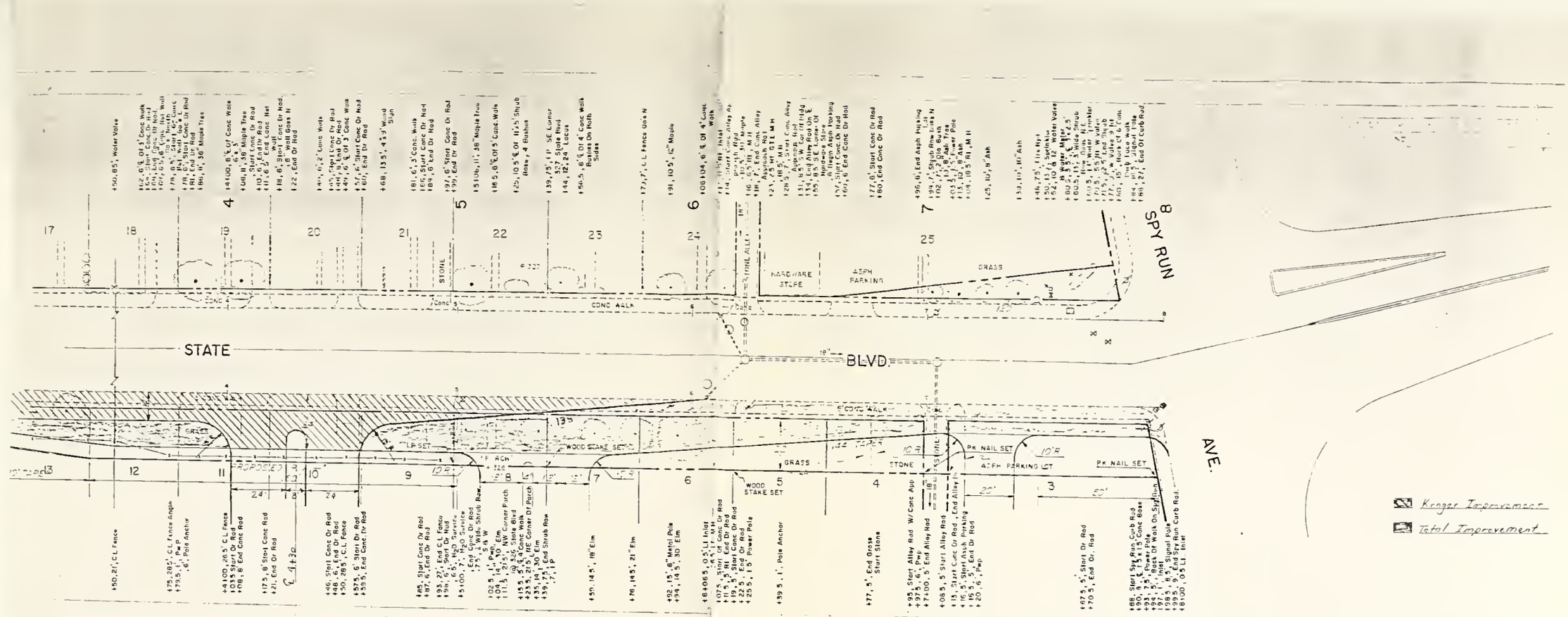
BY: _____
Cosette R. Simon, Director of
Administration & Finance

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

THE KROGER CO.

BY: _____


Kroger Improvement
Total Improvement
CLINTON ST.
STATE
BLVD.
Survey & Existing Grade
765
760
755
750
745


STATE
BLVD.
SPY RUN
AVE.
HARDWARE STORE
ASPH PARKING
GRASS
STONE ALLEY
CONC WALK
WOOD STAKE SET
PK NAIL SET
Kroger Improvement
Total Improvement

HI 76-86-02
6/2/86

AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT, made this 2nd day of June, 1986, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as "the City"; and Bonar & Associates, Inc., consulting engineers, 616 South Harrison Street, Fort Wayne, IN 46802, hereinafter referred to as "the Engineer",

WHEREAS, the City and the Engineer entered into an agreement dated April 25, 1984, for miscellaneous professional services, and

WHEREAS, since that date, the Engineer's procedures for billing services have changed, and

WHEREAS, it is the purpose of this agreement amendment to reflect this change and to amend said agreement accordingly.

NOW, THEREFORE, the City and the Engineer mutually agree as follows:

1. Paragraph 3.1.1 is modified to read as follows: "The hourly wage for Engineer's personnel working on assignments times 3.0 to cover for Engineer's overhead. Said multiplier shall cover all of Engineer's overhead including office expenses, printing, payroll costs, rent, insurance, and travel within the Fort Wayne area."

2. All other provisions shall remain as written.

IN WITNESS WHEREOF the parties hereto have made and executed this agreement amendment on the day and year first written above.

CITY
CITY OF FORT WAYNE, INDIANA

David J. Kirk

J D Conklin
Its Board of Public Works & Safety

ATTEST:
Helen D. Gochenour

ENGINEER
BONAR & ASSOCIATES, INC.

Ronald L. Bonar
Ronald L. Bonar, President

85-58-14
6/2/85

AGREEMENT

Agreement between City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety (hereinafter called "City") and Shambaugh & Son, Inc. (hereinafter called "Company").

WHEREAS, the City has adopted a policy of participating in costs associated with extension of sewer and water mains, and other public infrastructure, (hereinafter called "Improvements") to companies expanding and creating new jobs; and

WHEREAS, the Company proposes to expand and relocate its present operation located on Northrup Street to a location on Cook Road, plus develop a seventy-five (75) acre industrial area at that site (hereinafter called "Project"); In order to complete project, improvements including sanitary sewer, domestic water, and storm sewer must be extended to the project site; and

WHEREAS, the Company has applied to the City requesting the City's participation in project located at a seventy-five (75) acre site at the northwest corner of Cook Road and the vacated Conrail railroad immediately north of Smith Field (hereinafter called "Project Site"), which project will create an additional thirty (30) full-time and one hundred (100) part-time jobs within one (1) year of installation of improvements; and

WHEREAS, the total estimated cost of public improvements eligible for project is One Hundred Seventy Thousand One Hundred Forty-nine and 00/100 ($170,149.00) Dollars.

NOW THEREFORE, for and in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION 1. The Company will provide the City with four (4) sealed bids, plus a copy of the bid package, within thirty (30) days of the execution of this Agreement. The Company will execute three (3) contracts. One (1) for each separate improvement, with lowest bidder, below the estimated cost for each improvement, to complete sewer and/or water extentions to the project. The Company will not accept a bid above the estimated costs stated below:

IMPROVEMENTS	ESTIMATED COST
"Off-Site" Sanitary Sewer	$ 38,532.00
"Off-Site" Domestic Water	21,745.00
"Off-Site" Storm Sewer	$109,872.00
TOTAL	$170,149.00

The City agrees that it will contribute forty percent (40%) of the lowest bid cost of each improvement, not to exceed the figures stated below:

IMPROVEMENTS	CITY CONTRIBUTION
"Off-Site" Sanitary Sewer	$15,413.00
"Off-Site" Domestic Water	8,698.00
"Off-Site" Storm Sewer	43,949.00
	$68,060.00

The Company will receive approval from the City of construction plans prior to installation of improvements and will give the City a complete set of "as built" plans within sixty (60) days after installation of improvements.

SECTION 2. The parties agree that at the time of execution of the Agreement there are three hundred (300) full-time and two hundred (200) part-time jobs employed by the Company, a list of said employees and their social security numbers is attached hereto as Exhibit "A". The Company agrees that within one (1) year of installation of the improvements, an additional thirty (30) full-time and one hundred (100) part-time jobs will be created at the project site. A list of those employees and their social security numbers after one (1) year will be reported to the City's Division of Economic Development or other designated agency.

SECTION 3. The Company agrees that in the event fewer than thirty (30) full-time and one hundred (100) part-time jobs are created at the project site within one (1) year of installation of the improvements, then the Company shall be required to repay to the City the total amounts contributed by the City hereunder and in addition, to pay nine percent (9%) interest per annum on said amount from the date the contribution is made by the City until paid. Said repayment shall be due in full not more than one (1) year from the date said jobs were required to be created. In the event the Company fails to make said repayment, they shall also be liable to the City for costs of collection including a reasonable attorney fee.

CITY OF FORT WAYNE BY AND THROUGH ITS BOARD OF PUBLIC WORKS AND SAFETY

BY: David J. Kiester
David Kiester, Chairman

BY: Larry Consalvos
Larry Consalvos

BY: _____
Cosette Simon

DATE: June 2, 1986

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

SHAMBAUGH & SON, INC.

BY: _____
Max P. Shambaugh, President

ATTEST: _____
Mark P. Shambaugh,
Vice President

HI 76-57-12
6/2/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana, ("Board") and resolves as follows:

WITNESSETH:

WHEREAS, the Water Maintenance and Services Department of the City's Water Utility is in need of certain "valve box" work with respect to Clinton and Lafayette Streets:

WHEREAS, such work will consist of the lowering and raising to grade of valve boxes upon resurfacing of the streets;

WHEREAS, it is necessary to do this work immediately to coincide with other work being done by the State of Indiana and the City of Fort Wayne;

WHEREAS, the contractors presently utilized by the State and the City for such other work, are Brooks Construction Company and the S. E. Johnson Company;

WHEREAS, if the City is not entitled to use such contractors, there may be an interruption of services and a further interruption of State and City projects and there would be also additional excessive costs to the City; and

WHEREAS, an emergency is hereby declared by the Board.

NOW, THEREFORE, the Board resolves that an emergency is hereby declared with respect to the following:

BE IT RESOLVED, that the valve box work for Lafayette Street is hereby awarded to Brooks Construction Company for a

contract price of approximately Eighteen Thousand Six Hundred Forty-Five and No/100 Dollars ($18,645.00), all as set forth in the attached documentation;

BE IT FURTHER RESOLVED, that the valve box work for Clinton Street is hereby awarded to the S. E. Johnson Company for a contract price of approximately Twelve Thousand Seventy-Five and No/100 Dollars ($12,075.00), all as specifically set forth in the attached documentation;

BE IT FURTHER RESOLVED, that authority and approval is hereby given for work to commence on both projects forthwith; and

BE IT FURTHER RESOLVED, that all past action associated with these matters is hereby ratified and approved in all respects.

IN WITNESS WHEREOF, this document has been signed this 2nd day of June, 1986.

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: _____
Cosette R. Simon, Director of Administration & Finance

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour
Clerk

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

contract price of approximately Eighteen Thousand Six Hundred Forty-Five and No/100 Dollars ($18,645.00), all as set forth in the attached documentation;

BE IT FURTHER RESOLVED, that the valve box work for Clinton Street is hereby awarded to the S. E. Johnson Company for a contract price of approximately Twelve Thousand Seventy-Five and No/100 Dollars ($12,075.00), all as specifically set forth in the attached documentation;

BE IT FURTHER RESOLVED, that authority and approval is hereby given for work to commence on both projects forthwith; and

BE IT FURTHER RESOLVED, that all past action associated with these matters is hereby ratified and approved in all respects.

IN WITNESS WHEREOF, this document has been signed this 2nd day of June, 1986.

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: _____
Cosette R. Simon, Director of Administration & Finance

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour
Clerk

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

PROPOSAL

S. E. Johnson Company
Contractors

Dailey Division
1122 Thomas Road
Fort Wayne, In. 46804

NAME	PHONE	DATE
City Utilities		5-13-86
STREET	**JOB NAME**	
One Main St., City County Building	RS-16026	
CITY, STATE AND ZIP CODE	**JOB LOCATION**	
Fort Wayne, In. 46802	Clinton Street	

SPECIFICATIONS

Attn: Mr. Larry E. Deibert, Water Maintenance

Manhole Castings

1. Remove your castings in Clinton Street.
2. Lower them to allow the cold planer to grind the asphalt surface.
3. After the wedge and level course is placed, we will adjust them to grade and place a new cement concrete base around the casting.

The cost of this work complete shall be $272.00

Watervalve Adjustable Castings

1. Remove the asphalt and concrete around the adjustable valve box and lower same.
2. After the wedge and level course has been placed, we will remove the asphalt, adjust the casting, and pour a concrete collar.

The cost of the water valve box adjustment complete shall be $115.00 each.

The S. E. Johnson Company hereby proposes to furnish the material, equipment and labor to complete the above specified project for the sum of: as noted above dollars ($)

The S. E. Johnson Company warrants that all material will be as specified and all work will be completed in a workmanlike manner according to standard practices.
This proposal is valid for 5 days after the above date.
Any alterations or additions to the work requiring extra cost will be undertaken after written orders from the owner and may result in an extra charge over and above the estimate.
The owner will be required to carry fire, flood, tornado and other necessary insurance.
The owner is responsible for the marking of all utility, gas, water and other underground lines and structures. The owner is responsible for any damage and repair costs to unmarked or incorrectly marked underground items.
All agreements contingent upon strikes, accidents or delays beyond our control.

Signature Gaylord H. Widner Gaylord H. Widner, Div.Mgr.

I, the undersigned, agree to all terms and conditions of the proposal as stated herein.

Date _____ Signature _____ Title _____

1ST BROOKS CONSTRUCTION CO. INC.
P.O. BOX 8097
1123 BARTHOLD STREET
FORT WAYNE, INDIANA 46898
TELEPHONE 219-424-1910

May 1, 1986

City of Fort Wayne
Water Maintenance
415 East Wallace Street
Fort Wayne, Indiana 46803

Attention: Art Wilson

Re: IDOH Project RS-16027 U.S. 27 Lafayette Street Casting Adjustment

Gentlemen:

Per our conversation at the Preconstruction Meeting of April 24, 1986 and discussion this morning, we herewith submit our proposal as follows:

1. Adjust roadway/shutoff castings to grade.
   One Hundred Sixty-Five Dollars ($165.00) each

2. Adjust manhole castings to grade.
   Three Hundred Dollars ($300.00) each

This price will include making any necessary repairs to the top one (1) vertical foot of the structure; i.e., securing loose bricks, furnishing adjusting rings, mortar, concrete around the castings, and plating the top of the structure while milling the street.

Additional repairs to the drainage structure below one foot will be determined on a per structure basis.

Our current schedule shows that we will begin work on castings toward the end of next week.

Please advise our office by Tuesday, May 6, 1986, how you wish to handle this operation.

Thank you for your cooperation.

Very Truly Yours,

Sean Watt

Sean Watt
Project Supervisor

76-57-11
6/2/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the BOARD OF PUBLIC WORKS AND SAFETY of the City of Fort Wayne, Indiana, ("Board") and resolves as follows:

WITNESSETH:

WHEREAS, the Indiana State Highway Department is presently involved in various projects in the City dealing with improvements to existing thoroughfares;

WHEREAS, such projects will effect City property;

WHEREAS, so that City property can be maintained, preserved and improved (as needed), it is necessary for the City to utilize the contractors as engaged by the State;

WHEREAS, it is further necessary to utilize such contractors pursuant to the same plans and specifications and on the same time schedules as relating to the State projects;

WHEREAS, if the City cannot use the same contractors, the State projects as well as the City projects, will be unduly delayed; there could be an interruption of services, including utilities; and City projects such as manholes, castings and inlets could be "covered";

WHEREAS, if the City is not able to utilize the same contractors at the same time and pursuant to the same schedules as herein indicated, the City shall experience excessive charges and costs for the same work; and

WHEREAS, an emergency is hereby declared by the Board.

NOW, THEREFORE, the Board resolves that an emergency is hereby declared with respect to the following noted projects:

Project Number 1: IDOH Project RS-16027, U.S. Highway 27 (Lafayette Street, Fort Wayne, Indiana), Contractor is Brooks Construction Company, for an approximate cost of $35,000.00;

Project Number 2: IDOH Project RS-16027, (Clinton Street, Fort Wayne, Indiana), Contractor is S. E. Johnson Company, for an approximate cost of $35,000.00;

BE IT RESOLVED, that Project Number 1 is awarded to Brooks Construction Company, all as more particularly set forth in the documentation attached hereto as a part hereof;

BE IT FURTHER RESOLVED, that Project Number 2 is awarded to S. E. Johnson Company, all as more particularly set forth in the documentation attached hereto as a part hereof;

BE IT FURTHER RESOLVED, that additional quotes have been invited from at least two (2) persons and such quotes have been submitted by Brooks Construction Company, S. E. Johnson Company, and Reith-Riley Construction Co., Inc.

BE IT FURTHER RESOLVED, that authority and approval is hereby given for work to commence on both projects forthwith; and

BE IT FURTHER RESOLVED, that all past action associated with these matters is hereby ratified and approved in all respects.

IN WITNESS WHEREOF, this document has been signed this 2nd day of June, 1986.

BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester
David J. Kiester, Director of
Public Works

BY: _____
Cosette R. Simon, Director of
Administration & Finance

ATTEST:

BY: Helen V. Gochenour
Helen V. Gochenour
Clerk

BY: Lawrence D Consalvos
Lawrence D. Consalvos, Director of
Public Safety

HI
76-57-10
6/2/86

STREET LIGHTING RESOLUTION

180-86

Wheatridge Addition - Section I

The Board of Public Works and Safety of the City of Fort Wayne, Indiana, having been petitioned by certain property owners of the Wheatridge Addition, Section I - Lots No. 1 through No. 122 inclusive, hereby deems it necessary to install an underground ornamental lighting system for the Wheatridge Addition - Section I, all in accordance with the drawings and specifications on file in the office of the Board of Public Works and Safety of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal foot of property shall be assessed upon real estate abutting the above described street. The balance of project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property and collection of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 2nd day of June 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester

David J. Kiester, Director
of Public Works

Cosette R. Simon, Director
of Finance

Lawrence D. Consalvos

Lawrence D. Consalvos, Director
of Public Safety

Attest:

Helen D. Gackenheimer
Clerk

95

HI 76-57-9
6/2/86

IMPROVEMENT RESOLUTION

NO. 6048-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing Headwall and Backwater Gate at Gruber Ditch in Vesey Avenue Addition

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 2nd day of June, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kuit

Laurence D. Loshos

ATTEST: Helen V. Gochenour
Secretary and Clerk

A8

ESTIMATE OF QUANTITIES DATE:

PROJ: GRUBER DITCH HEADWALL

ITEM NO.	ITEM	QUANTITY	UNI
1	CLEARING & GRUBBING	2226	S.Y.
2	COMMON EXCAVATION (DITCH BOTTON)	30	C.Y.
3	REMOVE & REPLACE CHAIN LINK FENCE	50	L.F
4	CLAY BORROW	1610	C.Y.
5	RIP RAP	10	TON
6	PIPE CLASS IV 48"	75	L.F.
7	FORM CONCRETE FOR HEADWALL	38	C.U
8	STEEL REINFORCEMENT FOR HEADWALL	2227	LB.
9	FLAP GATE 48"	1	EA.
10	TRASH RACK	1	EA
11	FINE GRADING FERTZ. MALCH & SEEDIN	2400	S.Y.

SUBTOTAL: $22,461.84
E&I: $2,246.18

TOTAL: $24,708.02

	ALTERNATE # 1				
12	DRIVING " H " PILE	150	L.F.	40.00	6000.0

HI 71-53-27
5/21/86

BOARD OF PUBLIC WORKS CONTRACT
ON BEHALF OF CITY UTILITIES
FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into on this 21st day of May, 1986, by and between CITY UTILITIES of the City of Fort Wayne, Indiana ("City Utilities") and ROBERT L. THOMPSON, JR., attorney, witnesseth that:

WHEREAS, City Utilities has filed a Petition before the Public Service Commission of Indiana under Cause No. 38047, seeking approval of the Commission for 1) the issuance of revenue bonds and 2) an increase in its rates and charges for water service, which Petition will require legal counsel for the purpose of its preparation and filing and for the presentation of testimony and related matters in its support before said Commission, and

WHEREAS, the presentation of said Petition is a matter of extreme importance to City Utilities, and City Utilities has determined that it is desirable to retain special counsel experienced in such matters for the purposes of such presentation, and

WHEREAS, pursuant to IC Section 18-1-21-4, the Board of Public Works of the City of Fort Wayne has the authority to contract for services to be rendered on behalf of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, employs Robert L. Thompson, Jr., attorney,

as its special counsel to represent it in all aspects of the foregoing proceedings before said Commission.

2. Robert L. Thompson, Jr. agrees to serve in said capacity, and to take such action therein and in connection therewith, on behalf of City Utilities in the name of the City of Fort Wayne, Indiana, as necessary, all at the direction of City Utilities.

3. City Utilities shall reimburse said special counsel, in the performance of said services, for his out-of-pocket expenses incurred, including long-distance telephone, travel, overnight lodging, and out-of-town meal expenses, and shall pay to said special counsel, for his services, compensation at that rate of $60.00 per hour for work performed in his office, and at the rate of $75.00 per hour for work performed out of his office.

4. The maximum reimbursement of expenses and compensation payable under this contract shall be the sum of Fifteen Thousand Dollars ($15,000.00).

Dated this 21st day of May, 1986.

CITY OF UTILITIES OF THE CITY
OF FORT WAYNE, INDIANA

By: David J. Kirk

By: Rosetta R. Singer

By: J. D. Consalvo

The Board of Public Works
of the City of Fort
Wayne, Indiana

Winfield C. Moses, Jr.,
Mayor

Robert L. Thompson, Jr.

HI 76-55-28
5/21/86

BOARD OF PUBLIC WORKS CONTRACT
ON BEHALF OF CITY UTILITIES
FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into this 21st day of May, 1986, by and between CITY UTILITIES of the City of Fort Wayne, Indiana (City Utilities) and ROBERT L. THOMPSON, attorney, witnesseth that:

WHEREAS the Public Service Commission of Indiana (Commission) has convened proceedings under its Cause No. 38063, entitled Petition of Indiana & Michigan Electric Company, an Indiana Corporation, for Authority to Increase its Rates & Charges and to File New Schedules of Rates and Related Rules and Regulations, which proceedings involve and consider the application of Indiana & Michigan Electric Company to increase its rates and charges for electric service, and

WHEREAS City Utilities has a substantial interest in the subject matter of these proceedings, in that City Utilities, the City of Fort Wayne and its citizens and businesses are substantial customers of Indiana & Michigan Electric Company under its various rate schedules and the outcome hereof will have a direct and substantial eeefect on the level of rates which they are required to pay for electric service, and

WHEREAS City Utilities has determined that it is in its best interests, as well as those of the City of Fort Wayne and its citizens to intervene and participate fully in the foregoing proceedings, and

WHEREAS pursuant to I.C. 18-1-21-4, the Board of Public Works of the City of Fort Wayne, Indiana has the authority to contract for services to be rendered on behalf of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works & Safety of the City of Fort Wayne, Indiana hereby employs Robert L. Thompson as its special counsel, to represent it in all aspects of the foregoing proceedings.

2. Robert L. Thompson agrees to serve in said capacity, and to take such action therein and in connection therewith, on behalf of City Utilities and in the name of the City of Fort Wayne, Indiana, as necessary, all at the direction of City Utilities.

3. City Utilities shall reimburse said special counsel, in the performance of said services, for his out-of-pocket expenses incurred, including long-distance telephone, travel, overnight lodging, and out-of-town meal expenses, and shall pay to said special counsel, for his services, compensation at the rate of $60.00 per hour for work performed in his office and at the rate of $75.00 per hour for work performed out of his office.

4. The maximum compensation and reimbursement of expenses under this contract shall be the sum of $15,000.00.

Dated this 21st day of May, 1986.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By David J. Kirk

By Rosetta K. Singer

By Laurence D. Conrad

The Board of Public Works & Safety
of the City of Fort Wayne, Indiana

Winfield C. Moses, Jr., Mayor

Robert L. Thompson

HI
76-54-14
5/21/86

IMPROVEMENT RESOLUTION

FOR STREET OR ALLEY

NO. 6046-86 ASPHALT RESURFACING SECOND PACKAGE

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

PUTNAM STREET: From the west curb line of Wells Street to the west property line of Meridian Street.

BURGESS STREET: From the west curb line of Sherman Blvd. to the east curb line of St. Mary's Avenue.

ROSEMONT DRIVE: From the east curb line of Tyler Avenue to the west curb line of North Highlands Blvd.

WAYNE STREET: From the west curb line of Harrison Street to the east curb line of Ewing Street.

SECOND STREET: From the west curb line of Wells Street to the east curb line of Clark Street.

THIRD STREET: From the west curb line of Runnion Avenue to its western terminus.

WEBSTER STREET: From the south curb line of Berry Street to the north curb line of Washington Blvd.

SPRING STREET: From the west curb line of Wells Street to the east curb line of Sherman Blvd.

HIGH STREET: From the west curb line of Wells Street to the east curb line of Sherman Blvd.

JEFFERSON BLVD.: From the west curb line of Clinton Street to the east curb line of Harrison Street.

WASHINGTON BLVD.: From the east property line of Barr Street to the east curb line of Harrison Street.

BUTLER ROAD: From the south pavement line of Goshen Avenue to the west R/W line of the railroad elevation.

HARRISON STREET: From the south curb line of Washington Blvd. to the north property line of Williams Street.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 21st day of May, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David F. Kiel

Cletta R. Simpson

Laurene D. Conrades

ATTEST: _____ Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 5/15/86

PROJ ASPHALT RESURFACING 1986 SECOND PACKAGE RES. NO: 6046-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Pavement Removal	7576	SY		
2.	Pavement Cold Planeing See Individual Quantity Sheet	20958	SY		
3.	H.A.C. #9 Binder	3407	TON		
4.	H.A.C. #11 Binder	4357	TON		
5.	H.A.C. A-2 Surface	2647	TON		
6.	H.A.C. "B" Surface	980	TON		
7.	Common Excavation	107	CY		
8.	#53 Crushed Stone(Rolled & Compacted)	236	TON		
9.	Concrete Removal	218	SY		
10.	6"-2 ft. Concrete Curbface Walk	875	SF		
11.	6"-Corner Wingwalks(Incl.Ramp)	288	SF		
12.	Remove Old Conc. Light Pole Bases	4	EA		
13.	Joint & Crack Sealer	9	TON		
14.	Curb Removal	100	LF		
15.	Curb Type III	100	LF		
16.	Std. C.B.'s(Complete in Place)	40	EA		
16A	P.V.C. Pipe 8"(Complete in Place)	50	LF		
17.	Std. Inlets (Complete in Place)	2	EA		
18.	M.H.'s Adjust	53	EA		
19.	C.B.'s Adjust & Set to Grade	59	EA		
20.	W.V.'s Adjust & Set to Grade	84	EA		
21.	Fiber Pave-6 lb. per ton of asphal	20424	LB		
22.	50 lb. bags (Prismo Yellow Thermo Plastic)	36	BAGS		

SUBTOTAL: $507,375.70
E&I: $50,737.57

TOTAL: $558,113.27

Sheet 1 of 1

HI 76-54-13
5/21/86

IMPROVEMENT RESOLUTION

FOR STREET OR ALLEY

NO.6045-86 ASPHALT RESURFACING FIRST PACKAGE

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

TILLMAN ROAD: From the southwest pavement line of Lafayette Street and U.S. 27 and 33 to a point 600 ft. west there of.

SPEEDWAY DRIVE: From the north property line of Coliseum Blvd. to the south pavement line of Stable Drive.

FULTON STREET: From the north curb line of Jefferson Blvd. to the south curb line of Main Street.

GLENCAIRN DRIVE: From the east curb line of Inwood Drive to the south curb line of Vance Avenue.

HARRISON STREET: From the north curb line of First Street to the South curb line of Putnam Street.

GOSHEN AVENUE: From the northwest curb line of State Blvd. to the east curb line of Sherman Blvd.

CAREW STREET: From the north property line of Charlotte Avenue to the south property line of Kenwood Ave.

DIVIDEND ROAD: From the east pavement line of Executive Blvd. to the southwest property line of Profit Drive.

INVESTMENT DRIVE: From the north property line of Coliseum Blvd. to a point 2,249 ft. north there of.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 21st day of May, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kent

Rosetta R. Gilbert

Laurence D. Conrades

ATTEST: Helen D. Gochenour
Secretary and Clerk

version 1: 5/1/85

ESTIMATE OF QUANTITIES DATE: 5/14/86

PROJ ASPHALT RESURFACING FIRST PACKAGE RES. NO: 6045-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Pavement Removal	14341	SY		
2.	H.A.C. #9 Binder	4746	TON		
3.	H.A.C. #11 Binder	1610	TON		
4.	H.A.C. #5 Base	1896	TON		
5.	H.A.C. "B" Surface	1416	TON		
6.	H.A.C. A-2 Surface	1124	TON		
7.	Joint & Crack Sealer	4.8	TON		
8.	#53 Crushed Stone	2754	TON		
9.	M.H.'s Adj. & Set to Grade	37	EA		
10.	C.B.'s Adj. & Set to Grade	24	EA		
11.	Water Valves-Adj. & Set to Grade	53	EA		
12.	Std. Inlets (Complete in Place)	8	EA		
13.	Std. C.B.'s (Complete in Place)	20	EA		
14.	Fiber Pave (See attached spec.)	27906	LB		
15.	Type III Curb	100	LF		
16.	Type IIB Curb	200	LF		
17.	Curb Removal	200	LF		
18.	Driveway Removal	80	SY		
19.	6" Conc. Driveway	80	SY		
20.	Sidewalk Removal	83	SY		
21.	6" Conc. Sidewalk	750	SF		
22.	50 lb. bags(Prismo Yellow Thermo Plastic)	33	EA		

SUBTOTAL: $495,082.00
E&I: $49,508.20

TOTAL: $544,590.20

Sheet 1 of 1

HI 76-54-25
5/21/86

USE AGREEMENT

THIS AGREEMENT, is made and entered into this 21st day of May, 1986, by and between the CITY OF FORT WAYNE, INDIANA, by and through its BOARD OF PUBLIC WORKS AND SAFETY ("City"), and LINCOLN NATIONAL CORPORATION ("Lincoln").

WITNESSETH:

WHEREAS, Lincoln is desirous of using City duct space located within a City right-of-way, for purposes of installing Lincoln's fiber optic cable and use thereof; and

WHEREAS, the City is willing to allow Lincoln to use its duct space, subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Subject to the terms and conditions herein stated, the City does hereby allow Lincoln the right to use its duct space located within City right-of-way, and further grants unto Lincoln, the right to install its fiber optic cable therein. The duct space so usable by Lincoln, is generally described as a point beginning at a manhole cover on Clinton Street, located in front of Lincoln's property and running thereunder north to a point at Main and Clinton Streets and thence east to a point at Lafayette and Main and thence running south to an entry point at Berry and Lafayette Streets. The precise description of the usable duct space is as shown on the attached diagram, made a part hereof, as Exhibit A.

2. The City has agreed to make such duct space "ready" for cable installation by Lincoln's contractor and Lincoln has agreed to reimburse City for such prepatory work. The City agrees to complete this prepatory work by April 1, 1986, and thereafter Lincoln shall then cause its fiber optic cable to be installed within the duct space herein referred to.

3. Lincoln shall have the right to use such duct space, as herein indicated, for a period of five (5) years, beginning at that point in time that Lincoln's cable installation is initiated provided, however, that such five-year term shall commence no later than May 15, 1986. The City agrees that Lincoln may use such duct space for said five-year period as long as Lincoln does not violate the terms and conditions herein, including but not limited to, the payment of the annual use fee to the City. Further provided, however, that Lincoln's use may not interfere with any subsequent eminent domain or condemnation rights deemed necessary by the City, for effective operation of local government and/or the provision of local governmental services.

4. For use of City duct space, Lincoln agrees to pay to the City, the sum of Twelve Thousand Dollars ($12,000.00) per year, with the first payment of Twelve Thousand Dollars ($12,000.00) being made at that point in time that Lincoln initiates its cable installation efforts and no later than May 15, 1986. Similar payments shall then be made in each year that this Agreement is in effect on the anniversary date of the initial payment.

5. It is understood and agreed that the cost of such cable installation shall be the responsibility of Lincoln and

that Lincoln's contractor shall be responsible to obtain all necessary permits and/or licenses required to install such cable and that in the installation thereof, all laws, ordinances, rules and regulations, safety and otherwise, shall be followed in all respects. All bills for materials and labor shall be promptly paid by Lincoln and Lincoln shall not cause or allow any liens of any kind or character to be filed, with respect to the installation or any subsequent work performed with respect to the cable. All liability, with respect to the installation and maintenance of the cable, shall be the responsibility of Lincoln, including but not limited to, any liability resulting in damage to property or injury to person relative to Lincoln's responsibilities. Lincoln shall indemnify and hold harmless the City, from and against, any and all such liability.

6. During the term of this Agreement, the City shall be responsible for the repair and maintenance of its duct, however, all responsibility concerning the maintenance and/or repair of the fiber optic cable or any property attendant thereto, shall be Lincoln's responsibility. During the term of this Agreement, Lincoln shall use such cable and maintain same, in conformance with all laws, ordinance, rules, and regulations.

For future inspection and maintenance requirements, the City recognizes that Lincoln's representatives will need access to the duct space. To obtain such access, Lincoln or its representatives shall obtain all required approval and/or permits, including but not limited to, notification to the City's Telecommunications Department.

7. If, in the future, subsequent "cuts" are made into the streets under which the duct is located, the City shall properly mark and designate the appropriate cut(s) locations. In the event a subsequent contractor breaks or damages the duct, such third-party contractor shall be responsible for all damages to both the City and Lincoln's property. The City shall have no liability in this case.

In the further event that such a subsequent cut is made which results in damage, and the City has incorrectly designated the duct(s) location, the City shall be responsible for the repair of its property and the City shall further be responsible for any damage to Lincoln's property.

Provided, however, and notwithstanding anything herein to the contrary, the City shall not, in any case, be responsible to Lincoln or anyone else for any special or consequential damages. The City's liability is strictly limited to the repair of cable as herein indicated.

8. This Agreement shall be binding upon Lincoln and its successors and assigns and shall be construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, this Agreement has been signed the day, month and year first above written.

BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester

David J. Kiester, Director of
Public Works

BY: _____
Cosette R. Simon, Director of Administration & Finance

BY: _____
Lawrence D. Consalvos, Director of Public Safety

LINCOLN NATIONAL CORPORATION

BY: _____

00

LINCOLN NATIONAL CORPORATION
1300 SOUTH CLINTON STREET
FORT WAYNE, INDIANA 46801

71-27
749

A 858548

TO: LINCOLN NATIONAL BANK & TRUST CO., FORT WAYNE, INDIANA

DATE: MAY 13, 1986

PAY TWELVE THOUSAND AND 00/100 ----------DOLLARS $12,000.00**

TO THE ORDER OF
CITY OF FORT WAYNE
ATTN: CONTROLLERS OFFICE
ONE MAIN STREET
FORT WAYNE, IN 46802

&& MAX A. ROESLER &&
TREASURER

CKS3JLF

⑈858548⑈ ⑆074900275⑆ 453=524 1⑈

October 17, 1983

RAILROAD AGREEMENT

THIS AGREEMENT, is by and between the State of Indiana, acting by and through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the Fort Wayne, hereinafter referred to as the "LPA".

WITNESSETH

WHEREAS, through the cooperation of the LPA, the STATE and the Federal Highway Administration, the following projects(s), has been approved by the Federal Highway Administration for Federal Aid funding, namely Projects(s) No. RRP-F392(1) providing for Railroad Force Account, installation of cantiliver signals gates, and high type crossing at Lindenwood Road and N & W R/R in Ft. Wayne,IN and,

WHEREAS, Federal Aid funds have been allocated and made available to the STATE for use in connection with the preliminary engineering on these projects.

WHEREAS, the Railroad will perform the preliminary engineering phase and the construction phase for the railroad crossing and/or signals or gates involved in the named project(s) by Force Account Agreement (RRFA).

WHEREAS, approval for the Railroad to begin work on the construction will be given by the STATE to the Railroad after funds are authorized by the FHWA.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. The LPA will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highway, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the projects.

2. The LPA will perform any preliminary engineering required on the approaches to the crossing (outside the limits of the crossing) or at its discretion, engage a competent and qualified consultant to perform the preliminary engineering. The LPA's procedures for selection of consultants will be in accordance with applicable Federal Highway Administration and State guidelines. Further, proposed agreements between the LPA and its consultant will be submitted for State and Federal Highway Administration approval prior to execution and authorization to proceed with the preliminary engineering work.

3. In the event that acquisition of additional right-of-way is required for these projects, the LPA agrees to comply with the right-of-way acquisition and relocation policies and procedures as follows:

   a. If right-of-way costs are to be programmed for Federal Aid, the LPA agrees to comply with all Federal and State laws, rules, and regulations including Volume 7 of the Federal Aid Highway Program Manual and PL 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894).

   b. If right-of-way costs are not to be programmed for Federal Aid, the LPA agrees to comply with (1) All States rules and regulations, (2) Title III of PL 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894) in the acquisition of right-of-way, and (3) Title II of said Act and Volume 7, Chapter 5 of the Federal Aid Highway Program Manual in the relocation of individuals, families, businesses, farm operation, etc., if any are involved.

4. The LPA agrees that the STATE will act as the LPA's agent and make payments direct to the Railroads. The LPA's share of the cost for preliminary engineering and construction will be the total cost of the project less the amount contributed by the Federal Government through Federal Aid. The Federal share of all eligible cost is 90 % or such other amount as may be allowed and provided by law. Payment for any and all costs incurred by the LPA which are not eligible for federal funding will be the sole obligation of the LPA. If for any reason the STATE is

required to repay to the Federal Highway Administration the sum or sums of federal funds paid to the LPA through the STATE under the terms of this Agreement, then the LPA will repay to the STATE such sum or sums upon receipt of a billing from the STATE.

5. The LPA, their consultant and the Railroad will maintain all books, documents, papers and accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective office at all reasonable times during the contract period and for three years from the date of final payment by the STATE under the contract, for inspection by the STATE, Federal Highway Administration or any other authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

6. The LPA agrees to hold harmless and indemnify the STATE and Federal Highway Administration from any and all liability for any act or omission committed, suffered to be committed, or omitted to be done, by any office, agent, employee, servant or contractor of the LPA in relation to the rights and duties of the LPA under this agreement.

7. At the time the preliminary engineering is complete and authorization for construction is given, but before the railroad is given notice to proceed, the LPA shall contribute and pay to the STATE, a sum equal to ninety percent (90%) of the LPA protion of the railroad's estimate of the Force Account Work; upon the completion of the Force Account Work, the LPA shall pay to the STATE any additional costs incurred for which the LPA is liable under the terms of this agreement. It is understood that the Force Account Agreement is based on unit prices and on estimated quantities, and if the total payment to the Railroad under the Force Account Agreement is more or less than the estimated

cost at the time of the signing of the Force Account Agreement, the LPA portion of the cost shall increase or decrease accordingly. In no case shall the LPA pay the STATE less than 10 % of the cost of the Force Account Work. Changes in the Force Account Agreement will not be made without approval of the LPA, the STATE and the Federal Highway Administration.

8. This agreement shall be binding upon the parties hereto, their successors or assigns.

9. In keeping with the intent of Indiana's MBE Affirmative Action Plan and Federal Regulations concerning employment of minority business enterprises, the LPA will follow procedures as out-lined in the State MBE Affirmative Action Plan.

10. If a railroad crossing surface is to be constructed, a traffic control plan will be a part of each LPA - Railroad agreement. The plan will be prepared by the LPA with assistance from the Division of Local Assistance if necessary. The plan must be acceptable to the acceptable to the State and FHWA.

11. The LPA will be responsible for the placing, maintenance, and removal of all traffic control devices necessary to comply with the traffic control plan during the construction of the project.

12. The LPA will submit the plan to the State for review in the preliminary engineering phase. At the present time, projects, with a new crossing surface may not advance to the construction phase unless an approved traffic control plan has been included in the LPA - Railroad agreement.

IN WITNESS WHEREOF The State of Indiana and the LPA, through their undersigned respective officials, have hereunto affixed their signatures.

Clerk-Treasurer or County Auditor

ATTEST:

Helen D. Gochenour
Signature

Helen Gochenour - Clerk
Board of Public Works & Safety
(Print or type name and Title)

Notary Comm.Expires

Mayor, with (Board of Public Works.
with (Town Board)
or (County Commissioners)

Signature

Mayor Win Moses, Jr.
(Print or type name and Title)

David J. Kiester
Signature

David J. Kiester-Director Public Works
(Print or type name and Title)

Cosette R. Simon
Signature

Cosette R. Simon
Director of Administration and Finance
(Print or type name and Title)

Lawrence D. Consalvos
Signature

Lawrence D. Consalvos
Director of Public Safety
(Print or type name and Title)

Approved as to legality and form
G.D. Seidman, Deputy
Linley E. Pearson
Attorney General of Indiana

STATE OF INDIANA
BY: INDIANA DEPARTMENT OF HIGHWAYS
John P. Isenbarger
Director

Attest: Daniel A. Novreske
Daniel A. Novreske
Chief Deputy Director

ACKNOWLEDGMENT

STATE OF INOIANA

COUNTY OF Allen

On this 19th day of March,

1986 there appeared before me, a Notary Public in and for said (County)

David J. Kiester, Cosette R. Simon, Lawrence D. Consalvos,

Win Moses, Jr., Mayor and Helen V. Gochenour respectively,

of the Board of Public Works & Safety of Fort Wayne, Indiana

and stated that the above agreement was signed and attested in behalf

of said (City) (~~County~~) (~~Town~~)

WITNESS my hand and seal this 19th day of March,

1986.

Luicina Settimi
Notary Public
LUCINA SETTIMI

My Commission expires 3-1-88

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

On this 25th day of March, 1986

there appeared before me, a Notary Public in and for said County,

JOHN P. ISENBARGER, Director of the Indiana Department

of Highways, and acknowledged the execution of above agreement in behalf

of the State of Indiana

WITNESS my hand and seal this 25th day of March, 1986.

Hildreth L. Smith
Notary Public

My Commission Expires June 17, 1989

HILDRETH L. SMITH
Resident of Johnson County

Prepared by

S. R. Yoder, Chief
Division of Local Assistance

HI 76-47-19

Memorandum

To David Kiester, Director Public Works & Safety Date Apr. 19,1986

From Carl E. O'Neal, Director Transportation Engineering

Subject Lindenwood Road & N&W Railroad Crossing

COPIES TO:
Mayor W. Moses, Jr
D. Knappenberger
Street Engineering
File (2)

1986 APR 21 PM 3 15

Please find attached for your file an original fully executed agreement between the City of Fort Wayne and the State of Indiana for the above referenced railroad project. This agreement relates to the preliminary engineering and future construcion on the project.

Federal Aid Funds (90%) have been allocated and made available for the preliminary engineering.

When I was in Indianapolis, Monday April 14, 1986, I was advised that the State had given the railroad authorization to proceed to construct the project. Within the next two weeks we should receive the LPA-Railroad Agreement that has been executed by the railroad.

When the Board of Public Works & Safety executes it, we will have to return it with a check in the amount of $14,275.80 + - which represents 90% of the 10% local share. This will result in this project being funded with FY-86 Federal Funds which was one of the Department of Transportations 1986 Goals.

If you have any questions, please call me.

Thanks,
Carl

CEO/jhg
attachments

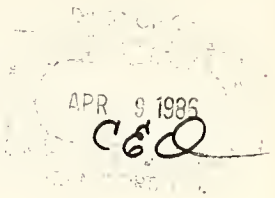
STATE OF INDIANA

INDIANA DEPARTMENT OF HIGHWAYS
100 North Senate Avenue
Indianapolis, Indiana 46204-2249

INDIANAPOLIS
Room 1101, State Office Building
317-232-5533

April 8, 1986

Mr. Carl O'Neal
Director of Transportation
City of Ft. Wayne Engineering Department
Room 740, City-County Building
One Main St.
Ft. Wayne, IN 46802



RE: Project RRP-F392(1), Des #22670
Lindenwood Road at N&W in Ft. Wayne

Dear Mr. O'Neal:

Transmitted herewith is the executed agreement between the Local Public Agency and the State of Indiana for the above referenced railroad project for your record and file. This agreement relates the responsibilities of both parties in connection with the preliminary engineering and future construction on the project.

Federal Aid funds have been allocated and made available for the preliminary engineering. The railroad is responsible for accomplishing the greater portion of this stage and an executed agreement between the LPA and the railroad will culminate the preliminary engineering. Upon execution of the railroad agreements by the LPA, the agreements will be sent to the FHWA for approval and authorization of construction funds. The State, at this time, may give the railroad notice to proceed to construct the project and will send a copy of the notice to the LPA including the executed LPA-Railroad Agreement. No work may begin without the authorization and this notice to proceed.

If there are any questions concerning this matter, please contact our office.

Sincerely yours,

D. O. Eusey, Area Engineer
Division of Local Assistance

DOE/kgc
Enclosure

CC: File
Utilities

An Equal Opportunity Employer

HI 76-47-17 4/30/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY

OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana ("Board") and does hereby resolve as follows:

BE IT RESOLVED, that the Board does hereby approve the St. Joseph Hospital of Fort Wayne, Inc.'s "Petition to Construct and Maintain a Heliport and Safety Net Over A Sidewalk," such Petition attached hereto and made a part hereof;

BE IT FURTHER RESOLVED, that permission is hereby given to St. Joseph Hospital of Fort Wayne, Inc., to construct, install, occupy, use and maintain the heliport safety net, as provided for and subject to the terms and conditions referenced in the Hospital's Petition;

BE IT FURTHER RESOLVED, that each Board member is empowered and authorized to approve such Petition by affixing his/her signature thereto.

IN WITNESS WHEREOF, these Resolutions have been passed this 30th day of April, 1986.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

BY: David J. Kiester
David J. Kiester, Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: L.D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

5. That the heliport and appurtenant [illegible] be beneficial to the public and contribute to the public welfare of the City of Fort Wayne.

6. That the plans and specifications showing the exact construction and location of said heliport safety net will be submitted to the Board of Public Works of the City of Fort Wayne, Indiana for approval prior to construction and installation.

7. That the Petitioner will pay or cause to be paid all costs of construction, installation and maintenance of said

PETITION TO CONSTRUCT AND MAINTAIN A HELIPORT AND SAFETY NET OVER A SIDEWALK

TO: The Board of Public Works
City of Fort Wayne, Indiana

The undersigned Petitioner does hereby respectfully petition the Board of Public Works of the City of Fort Wayne, Indiana for permission to construct, install, occupy, use and maintain for a period to continue so long as the hereinafter described heliport safety net shall stand and be used by Petitioner, on real estate located within the City of Fort Wayne, Allen County, Indiana, to-wit:

See Exhibit "A" attached.

Petitioner represents:

1. That the Petitioner, St. Joseph Hospital of Fort Wayne, Inc., is the owner and presently occupies, a five-story hospital building, located at the southwest corner of the intersection of West Main Street and Broadway, Fort Wayne, Indiana, on the roof of which will be constructed a proposed heliport.

2. That the heliport will be used for the purpose of providing helicopter transport to patients, to and from the hospital.

3. The proposed construction of the heliport requires the heliport landing pad to extend out from the north side of the building approximately one (1) foot, and a safety net to extend out an additional five (5) feet, over the sidewalk located on the south side of West Main Street, as more particularly described in the survey attached hereto, made a part hereof, and marked Exhibit "B". The construction, maintenance and use of the heliport and safety net will be in conformance with all laws, ordinances, rules and regulations.

4. The structure would not be detrimental or inconsistent with the free use of any easement of the public on that part of the sidewalk located below the heliport safety net.

5. That the heliport and appurtenant safety net would be beneficial to the public and contribute to the public welfare of the City of Fort Wayne.

6. That the plans and specifications showing the exact construction and location of said heliport safety net will be submitted to the Board of Public Works of the City of Fort Wayne, Indiana for approval prior to construction and installation.

7. That the Petitioner will pay or cause to be paid all costs of construction, installation and maintenance of said

heliport safety net and appurtenances thereto. Petitioner also agrees to indemnify, hold and save the City of Fort Wayne harmless, from and against any liability of any kind or character, including any loss and/or damage to persons or property occasioned by the construction, installation or use of the heliport and/or safety net. Such indemnification shall be with attorneys fees.

8. The Petitioner will pay all costs of maintenance and repair of said heliport safety net after construction and installation.

9. Petitioner files this Petition pursuant to authority granted under the law of the State of Indiana (I.C. 36-9-2-6) in order to secure permission to construct and maintain said heliport safety net.

WHEREFORE, your Petitioner prays that permission be granted to construct said heliport safety net according to the provisions of the Indiana law pertaining thereto.

ST. JOSEPH HOSPITAL
OF FORT WAYNE, INC.
By James A Witmer

The above and foregoing Peition is hereby approved by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety this 30th day of April, 1986.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

BY: David J. Kister
David J. Kister, Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon, Director of Administration & Finance

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: Lawrence D. Consalvos
Lawrence D. Consalvos, Director of Public Safety

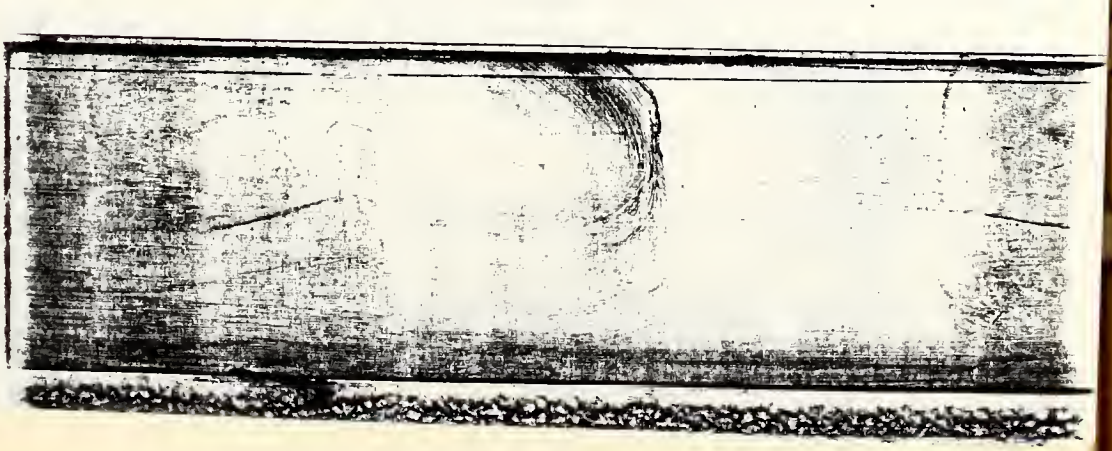
DESCRIPTION

portion of the right-of-way of West Main Street, lying Northerly of the North ine of that part of Broadway (formerly Market Street) which was vacated under claratory Resolution #1070 and Northerly of the North line of Lot #46 in Rock- ll's First Amended Addition, both aforesaid North lines defining the South ht-of-way line of said Main Street, said portion being more particularly des- ibed as follows, to wit:

ginning on the South right-of-way line of said West Main Street at a point sit- ted 10.0 feet Westerly of the point of intersection of said South right-of-way e with the West right-of-way line of Broadway; thence Westerly, on and along id South right-of-way line, a distance of 60.0 feet; thence Northerly at right gles to said South right-of-way line, a distance of 5.0 feet; thence Easterly d parallel to said South right-of-way line, a distance of 60.0 feet; thence utherly, at right angles to said South right-of-way line, a distance of 5.0 et to the point of beginning, containing 300 square feet.

e above described area is intended to wholly enclose that part encroaching into ain Street, of the proposed helipad structure and safety net to be constructed the roof of the St. Joseph's Hospital building as shown on an undated plan of rris Associates, Inc, project architects.

EXHIBIT "A"



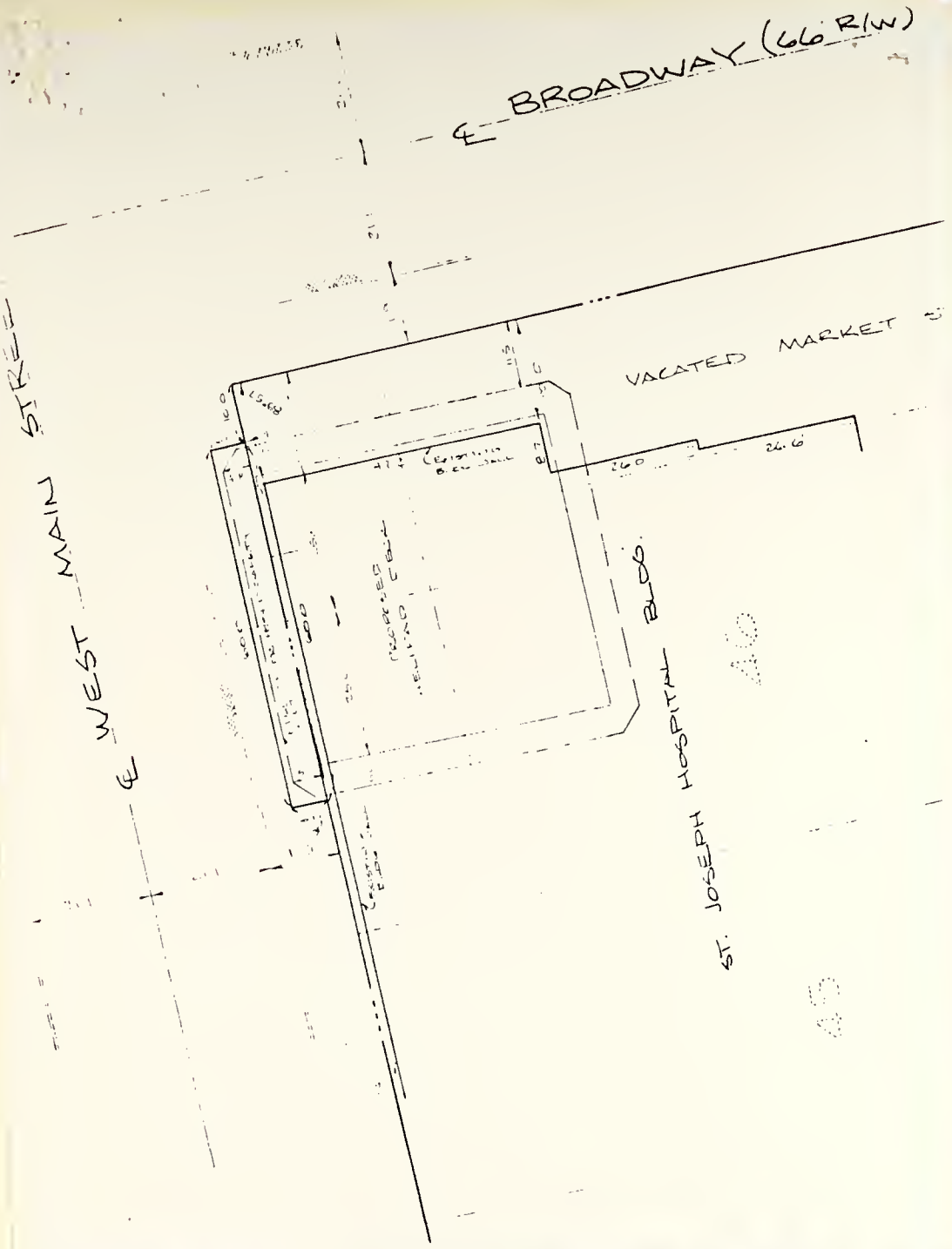

℄ BROADWAY (66' R/W)
VACATED MARKET
℄ WEST MAIN STREET
ST. JOSEPH HOSPITAL BLDG.

Exhibit "B"

HI 76-44-7
4/23/86

86-012714

RESOLUTION

WHEREAS, The Fort Wayne Water Utility of the City of Fort Wayne, Indiana, acting by and through the Mayor and the Board of Public Works and Safety, did have a Notice of water Main Extension recorded as Instrument #84-29789, in the Office of the Allen County Recorder; and,

WHEREAS, The Board of Public Works and Safety of the City of Fort Wayne, Indiana, has reviewed this Notice and found it to be in conflict with agreements previously made on this project.

NOW, THEREFORE, The Board of Public Works and Safety of the City of Fort Wayne, Indiana, does hereby void this Notice of Main Extension for Water Contract #83-XP-5.

Dated this 23rd day of April, 1986.

1986 APR 23 PM 2:20
ALLEN COUNTY RECORDER
Virginia A. Young

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Kiester
DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

ATTEST:

HELEN V. COCHENOUR, CLERK (ce)

COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

Lawrence D. Consalvos
LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

APPROVED AS TO FORM & LECALITY:

ASSOCIATE CITY ATTORNEY

Prepared by:
Terry L. Atherton, P. E.
Chief Water Engineer

Call 427-1112 - Helen

HI 75-39-15
4/9/86

RESOLUTION 421-1986
"Oswego Avenue Sanitary Sewer Repair"

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that it is deemed necessary to repair the sanitary sewer line for the health and safety of the citizens within the immediate area as follows:

Bounded on the South by Vance Avenue; bounded on the West by St. Joe River, bounded on the North by Sumerset Lane and bounded on the East by the East right-of-way line of Oswego Avenue.

Repair #1

Disconnect the existing 6" sanitary sewer taps from the existing 60" diameter St. Joe Interceptor; install approximately 300± LF 8" sanitary sewer to intercept the existing 6" taps and connect same to proposed 8" local sanitary sewer that will connect to said existing interceptor manhole with backflow preventer as specified.

Said sewer shall be 8" in diameter.

Repair #2

To locate and intercept an existing 6" sanitary sewer tap; disconnect same from 60" St. Joe Interceptor and install approximately 100± LF of 8" sanitary sewer connect the 6" tap to same that will then connect to the existing manhole located over said 60" St. Joe Interceptor Sewer with a backflow preventer as specified.

Said sewer shall be 8" in diameter.

And said improvement with all appurtenances shall be repaired and reconstructed in accordance with the plans, profiles and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said Sanitary Sewer Repair shall be paid for by Funds of the Utility of said City.

All proceedings and any work done on said improvement, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 9th day of April 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiesler
David J. Kiesler, Director

By Cosette R. Simon
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

HI 76-39-10
4/9/86

AGREEMENT FOR CONTRIBUTION TO COST OF ROAD CONSTRUCTION

This agreement is made this 9th Day of April, 1986, by and between the City of Fort Wayne, Indiana, (hereinafter "City") and Security Leasing, Inc. (hereinafter "S.L.I.") as follows:

WHEREAS, the City and S.L.I. mutually desire the improvement of Vance Avenue from Coliseum Blvd. to a point east of Sherborne Ave., present plans of the improvement include:

1. The removal and replacement of the existing north lane for a distance of 525 + - feet.
2. The construction of an additional lane on the north side of Vance Avenue from Coliseum Blvd. to a point east of Sherborne Avenue.
3. The construction of new curbs on the north side of Vance Ave. the entire length of the project.
4. The construction of new 5-foot sidewalks along the north side of Vance Ave. the entire length of the project.
5. The relocation of street lighting throughout the length of the project.
6. The construction of the driveway entrance to S.L.I.'s facilities as approved by the D.O.T. and the Board of Public Works & Safety.

The above described improvements will be constructed according to City of Fort Wayne specifications as mutually agreeable are hereinafter referred to as the "Project", and:

WHEREAS, said Project can be coordinated better by having the same contractor construct the City's and S.L.I.'s portions of the Project at the same time, and

WHEREAS, S.L.I. has received competitive bids for both S.L.I.'s and the City's portion of the Project.

NOW THEREFORE, the City and S.L.I. in consideration of the premises and the mutually dependent covenants herein contained, the parties hereto agree as follows:

1. S.L.I. agrees to do the road construction and reconstruction according to City specifications and design as approved by the City. City acknowledges approval of the plans, specifications and designs for said work and approves the form and substance of the contracts to be entered into between S.L.I. and Brooks Construction Company, Inc.
2. S.L.I. agrees to pay the contractor the total cost of the contracted work after inspection and acceptance by the City.
3. The City agrees to pay S.L.I. $22,500.00 of the cost of such contracted sum.
4. The City agrees to pay S.L.I. for its work and its expenses within 30 days after being billed for such work and/or expenses by S.L.I. after the Project identified in the Standard Form of Agreement Between Owner and Contractor entered into between S.L.I. and Brooks Construction Company concerning the removal and replacement of 525 feet of the north lane of Vance Avenue, is completed and accepted by the City.
5. Insofar as authorized by law, this agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized.

SECURITY LEASING, INC.

Jack A. Johnson

Vice Pres.

Attest:

Notary
exp. date 1-25-89

CITY OF FORT WAYNE

Board of Public Works & Safety

David J. Kiester, Dir. Public Works

Cosette R. Simon, Dir.
Administration & Finance

Lawrence D. Consalvos, Dir.
Public Safety

Helen Gochenour, Clerk
Board of Public Works

76-39-11
4/9/86

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF FORT WAYNE

WHEREAS, the Board of Public Works and Safety is charged with the operation of the waterworks of the City of Fort Wayne and as such must review the rates and charges made by the City of Fort Wayne for waterworks services; and

WHEREAS, this Board has reviewed the rates and charges currently in existence for the use of and services rendered by the waterworks system of the City of Fort Wayne and finds them to be inadequate; and

WHEREAS, this Board has had a study done to determine new rates and charges which will be non-discriminatory, reasonable, and just, and

WHEREAS, I.C. 8-1.5-3-8 prescribes the method for determining rates and charges;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. It is hereby found that the current rates and charges for the use of and services rendered by the waterworks system of the City of Fort Wayne are inadequate to provide an income sufficient to maintain the utility property in a sound physical and financial condition, to provide for the payment of any taxes that may be assessed against the utility, or to provide a reasonable return on the utility plant.

SECTION 2. After a study of the waterworks rates and charges, it is hereby resolved that this Board recommends to the Common Council of the City of Fort Wayne that the General Ordinance attached hereto providing for new rates and charges for the use of and services rendered by the waterworks system of the City of Fort Wayne be adopted and that said rates and charges shall be sufficient to include a reasonable rate of return on the waterworks plant.

SECTION 3. It is further resolved that the rates and charges provided for herein be sufficient to compensate the City of Fort Wayne for taxes that would be due said City on the waterworks property were it privately owned.

SECTION 4. This Resolution shall be forwarded to the Common Council of the City of Fort Wayne together with the attached General Ordinance with the recommendation that same be adopted and presented to the Public Service Commission of Indiana for approval.

This Resolution adopted this 9th day of April, 1986.

David J. Kiester
Chairman of Public Works and
Safety and Director of Works

Cosette R. Simon
Director of Administration and
Finance

Lawrence D. Consalvos
Director of Public Safety

9-11
4/9/86

76-39-11

RESOLUTION OF THE BOARD OF WORKS AND SAFETY 4/9/86
OF THE CITY OF FORT WAYNE

WHEREAS, Indiana Code 36-9-23-25 provides that the municipal legislative body shall establish just and equitable fees for services rendered by the sewage works and outlines the factors to be used in determining the fees to be charged; and

WHEREAS, the Board of Public Works and Safety is charged with operating the sewage works of the City of Fort Wayne and has studied the fees and charges currently in existence for the sewage works and finds them to be inadequate to provide adequate and efficient service and to provide for the expenses of said sewage works; and

WHEREAS, the Board of Public Works and Safety has reviewed the current fee structure of the sewage works and the amounts thereof and has reviewed the expenses which will be incurred in the future;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE:

SECTION 1. That the fees currently charged to users of the sewage works of the City of Fort Wayne are inadequate and insufficient to pay all the expenses incidental to the operation of the sewage works and to provide for such other expenses and payments as outlined in I.C. 36-9-23-25.

SECTION 2. The Board of Public Works and Safety has studied the factors for establishing fees prescribed by I.C. 36-9-23-25 and hereby recommends to the Common Council of the City of Fort Wayne that new fees be established and that the Common Council, after public hearing as required by law, adopt the attached General Ordinance repealing Chapter 24 of the Municipal Code of the City of Fort Wayne and adopting the revised Chapter 24 attached to the General Ordinance attached hereto.

ADOPTED this 9th day of April, 1986.

David J. Kiester
Chairman and Director of Public Works

Cosette B. Simon
Director of Administration and Finance

Lawrence D. Consalvos
Director of Public Safety

HI 76-39-9
4/9/86

RESOLUTION 76-39-9

WHEREAS, FORT WAYNE BIBLE COLLEGE has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following dedicated utility easements situated in Fort Wayne, Allen County, to-wit:

Part of the easement for utility purposes established in Wiebke's Homestead Addition, Section "A", the plat of which is recorded in Plat Record 11, page 24 in the Office of the Recorder of Allen County, Indiana, said easement being 8 feet in width and said part being more particularly described as follows, to wit:

The South 4 feet of Lot #15, except the West 39 feet thereof, together with the South 4 feet of Lots #16, #17, and #18, all in said Wiebke's Homestead Addition, Section "A", also together with the North 4 feet of Lot #39, except the West 14 feet thereof, together with the North 4 feet of Lots #40, #41 and #42 all in said Wiebke's Homestead Addition, Section "A".

The foregoing description is that part of the 8 foot wide utility easement platted in Wiebke's Homestead Addition, Section "A", which lies West of the West right-of-way line of Beaver Avenue and East of the East line of the 14 foot wide sewer easement established in paragraph 9 of Document #72-00769 and East of the East line of the 14 foot wide sewer easement established in paragraph 10 of said Document #72-00769.

ALSO PROPOSED FOR VACATION are the following described side lot easements established in the restrictive covenants for Wiebke's Homestead Addition, Section "A":

The East 3 feet of Lot #15; the West 3 feet of Lot #16; the East 3 feet of Lot #16; the West 3 feet of Lot #17; the East 3 feet of Lot #17; the West 3 feet of Lot #18; thence East 3 feet of Lot #39; the West 3 feet of Lot #40; the East 3 feet of Lot #40; the West 3 feet of Lot #41; the East 3 feet of Lot #41; the West 4 feet of Lot #42; the South 3 feet of Lot #42; the West 4 feet of Lot #43; the North 3 feet of Lot #43.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of dedicated utility easements has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said dedicated utility easements hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said dedicated utility easements hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of

said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, David J. Kiester, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held April 9, 1986 and as same appears of record in the official records of the Board of Public Works.

DATED THIS 9th DAY OF April 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

Lawrence D. Consalvos
Director of Public Safety

ENGINEERING COMMENTS: Fort Wayne Bible College Easement Vacations

1. Water Pollution Control Engineering

We have utilities within area. I request a legal survey to show these in relation to property line and sewer improvements that exist. Also any structures or buildings on site that are within 20 feet of sewer. No approval until this is completed.

2. Traffic Engineering

Ok to vacate

3. Water Engineering

Ok to vacate

4. Park Board

Ok to vacate

5. Street Lighting

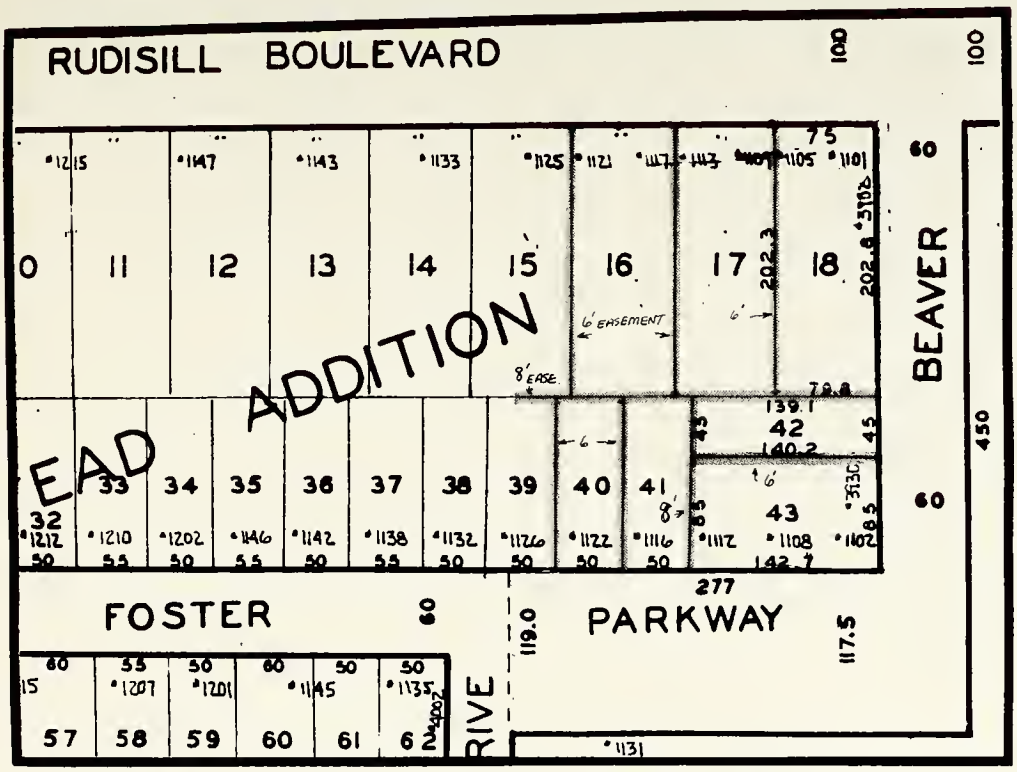
Ok to vacate

VACATION PETITION #185

A PETITION TO VACATE THE DESCRIBED DEDICATED UTILITY EASEMENT.

MAP NO. K-11

COUNCILMANIC DISTRICT NO. 5



ZONING:

R1 RESIDENTIAL DISTRICT

LAND USE:

SINGLE FAMILY

Ord #6 Re 23-71

SCALE: 1"=100'

19

DATE: 2-27-86

76-37-15
4/2/86

LUDWIG CIRCLE SANITARY SEWER
"AMENDED" Sanitary Sewer Resolution 899-1986

RESOLVED by the Board of Public Works & Safety that it is deemed necessary to construct the Ludwig Circle Sanitary Sewer for the elimination of pollution within the immediate area as described:

> The South One-Half (½) of the Northeast Quarter (¼) of Section 14, Township 31 North, Range 12 East, in Allen County, Indiana, except the North 663.8' of the East 792.9' of said South One-Half (½) of the Northeast Quarter (¼) of Section 14, Township 31 North, Range 12 East, Allen County, Indiana.

And said improvement with all appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said sanitary sewer project shall be paid and shared by the City of Fort Wayne and by the benefited property owners.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvements all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana. Indiana Code, Title Acts 36-9-18-1 through Act 36-9-18-45 and 36-9-21-1 through 36-9-21-18 effective 1 September 1981 and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum as set by the Board of Public Works & Safety and shall be financed under Barrett Law Revolving funds as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 2nd day of April 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director

By Cosette R. Simon
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED as to form and legality R. Johnsonaffer **Attorney at Law**
ASST. CITY ATTORNEY

111

HI 76-32-10
3/26/86

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 26th day of March, 1986, by and between the City of Fort Wayne, Indiana, acting by and through the Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and Clyde E. Williams & Associates, Inc., Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the parties hereto did on October 31, 1984, enter into an Agreement providing for right-of-way engineering services for Project No. M-F 312(1) - Crescent Avenue Improvements, Fort Wayne, Indiana, and

WHEREAS, subsequent to the original Agreement of October 31, 1984, the scope of the project has increased to include several additional parcels, and,

WHEREAS, Section B.4 of Appendix "D" of the original Agreement provides that "In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 12 (changes in work), of General Provisions, set out in the Agreement".

NOW, THEREFORE, the parties hereto agree that the ENGINEER will provide the services hereinbefore and hereinafter described and that, except as modified herein, all terms and provisions of the original Agreement dated October 31, 1984 will continue in full force and effect.

SUPPLEMENTAL APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a total fee not to exceed $19,800.00, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Highways.

2. The CONSULTANT shall receive as payment for the work performed under this Agreement based on the specific cost per unit multiplied by the actual units of work performed.

		QUANTITY	UNIT PRICE	TOTAL
a.	Final Right-of-Way Plans	1 Lump Sum @	$1,615.00	$ 1,615.00
b.	Title Search and Title Insurance	17 Parcels @	$ 126.50	$ 2,150.50
c.	Legal Descriptions	17 Parcels @	$ 355.00	$ 6,035.00
d.	Individual Plats	17 Parcels @	$ 120.00	$ 2,040.00
e.	Appraisal Problem and Fee Estimate	1 Lump Sum @	$1,070.00	$ 1,070.00
f.	Transfer Documents	1 Lump Sum @	$ 610.00	$ 610.00
g.	Right-of-Way Stake-Out	1 Lump Sum @	$4,470.00	$ 4,470.00
	TOTAL			$17,990.50

The amount of $17,990.50 determined above is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Appendix "A". The final amount will be adjusted according to the actual units of work performed;

however, the final amount shall not exceed $19,800.00 without approval of the Local Public Agency and the Indiana Department of Highways.

IN WITNESS WHEREOF, the parties hereto have made and executed this SUPPLEMENTAL AGREEMENT the day and year first mentioned above.

CONSULTANT

CLYDE E. WILLIAMS & ASSOCIATES, INC.

Edgar Williams, Jr., P.E.
President

Attest:

R. L. Mark Chambers

LOCAL PUBLIC AGENCY

By: BOARD OF PUBLIC WORKS & SAFETY
CITY OF FORT WAYNE, INDIANA

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration and Finance

Lawrence D. Consalvos
Director of Public Safety

Attest:

Helen Gochenour - Clerk

Approved as to Legality and Form

ASSOCIATE CITY ATTORNEY
Attorney for City of Fort Wayne, Indiana

SUPPLEMENTAL
APPENDIX "D"

76-32-11
3/26/86

STATE - LOCAL PUBLIC AGENCY AGREEMENT

CONSTRUCTION AND CONSTRUCTION ENGINEERING FOR FEDERAL AID PROJECTS

THIS AGREEMENT, made and entered into this 26th day of March, 1986, by and between the State of Indiana, acting by and through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the Local Public Agency, City of Fort Wayne, hereinafter referred to as the "LPA".

WITNESSETH

WHEREAS, plans and specifications have been prepared for this project, and

WHEREAS, the right-of-way for the project is of sufficient width to meet the approved design standards for the project; and

WHEREAS, any additional right-of-way procured for the project was obtained by the LPA in compliance with STATE and Federal Highway Administration policies and procedures.

WHEREAS, through the cooperation of the LPA, the STATE and the Federal Highway Administration, the following designated project has been approved by the Federal Highway Administration and is ready for letting by the STATE:

Project No. M-MG-F568(2) Des. No. 14320

Description: East State Blvd., in Ft. Wayne, Phase I Road Reconstruction

NOW THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

1. The LPA's share of the cost shall be the total amount of the entire cost of said project (approximately $6,490,000) less the amount contributed by the Federal Government through Federal-Aid, and the LPA has by an appropriation duly made and entered of record appropriated the sum of $1,714,000 to apply to the cost of said project, which amount is estimated to equal the LPA's share of the entire cost of the project.

2. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said highway shall be regulated on a continuing basis by the LPA with written use and occupancy agreements in accordance with the STATE'S utility accommodation policy titled "State of Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway by Utilities".

3. The LPA shall comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued persuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the project.

4. The LPA shall follow procedures as outlined in the STATE MBE Affirmative Action Plan and Federal Regulations concerning employment of minority business enterprises.

5. The plans and specifications shall be subject to the approval of the STATE and the Federal Highway Administration. The STATE shall advertise for bids, and upon receipt of an acceptable proposal, shall award a contract therefore. The contract shall be subject to the approval of the LPA, the STATE, and the Federal Highway Administration through their respective and proper authorities before it shall become effective.

6. The construction contract shall be awarded based on unit prices, on estimated quantities, and if the total payment to the contractor under the construction contract is more or less than the estimated cost at the time of the signing of the construction contract, the LPA portion of the cost shall increase or decrease accordingly. Changes in the construction contract shall not be made without approval of the LPA, the STATE and the Federal Highway Administration.

7. When the construction contract is awarded and before the beginning of the work thereunder, the LPA shall pay to the STATE, a sum equal to ninety percent (90%) of the LPA portion of the bid price for construction. If an Advice of Change Order, AC, is approved which increases the project cost, the LPA shall pay to the STATE within thirty (30) days a sum equal to ninety percent (90%) of the LPA portion of the increased cost.

8. The LPA shall provide competent and adequate engineering, testing, and inspection service to insure the performance of the work in accordance with the construction contract, plans and specifications. In the event that the engineering and inspection service to be performed by the LPA shall, in the opinion of the STATE, be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA.
The STATE'S supervising engineers shall supervise the work the same as on other construction contracts.

9. If the LPA or its consultant is providing construction engineering, the LPA shall make reports to the STATE as to the progress and performance of the work at such times as the STATE may require.

10. Upon completion of the construction and construction engineering and prior to final payment pursuant to this Agreement, a final audit shall be done by the Indiana Department of Highways' Division of Accounting and Control. After the final audit is approved by the STATE, then final payment shall be made.

11. A. The LPA portion of the construction cost shall equal the total payment to the contractor less the amount eligible for Federal-aid reimbursement.

B. The LPA portion of the construction engineering shall equal the cost incurred by the LPA in providing such service for this project less the amount eligible for Federal-aid reimbursement. Costs eligible for Federal-aid Reimbursement shall be limited to a maximum percentage of the construction cost. The maximum percentage rates are:

Types of Funds	Project Prefix	Max %
Interstate Substitution	IX	15%
Urban	M, MG	15%
Rural Secondary	RS, RSG, SR	15%
Bridge Replacement &	BRM, BRS, BRZ	15%
Bridge Rehabilitation	BHM, BHS, BHZ	15%
Railroad Demonstration	RR	15%
Hazard Elimination	HES	Unlimited
Railroad Protection	RRP	Unlimited
Railroad Crossing	RRS	Unlimited

1. Construction Engineering by Consultant - A separate Agreement between the LPA and the Consultant, setting forth the scope of work and fee, is required and must be approved by the STATE and Federal Highway Administration before the letting. Only costs incurred after the STATE notice to proceed to the LPA and the LPA notice to proceed to the Consultant shall be eligible for Federal-aid reimbursement.

   The STATE must approve the Consultant's personnel prior to assignment to the project work.

2. Construction Engineering by LPA - The personnel must be bona fide employees of the LPA. They cannot be paid on a "retainer" basis. Only costs incurred after the STATE notice to proceed to the LPA shall be eligible for Federal-aid reimbursement.

C. In accordance with IC 8-13-14-1 the LPA shall pay the STATE the actual cost, less the amount eligible for Federal-aid reimbursement, for performing laboratory testing of materials. The material-testing charge shall be determined by application of the approved

material testing rate to actual construction costs incurred excluding construction engineering costs. This rate is based upon the amount of eligible costs of operating the Indiana Department of Highways material testing function divided by the total costs incurred for specific types of contracts which utilize the services of the material testing function. The cost of providing material testing is included in the maximum limitation mentioned in Section 11B.

D. The LPA shall pay the STATE for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement. This cost is eligible for Federal-aid and is not included in the maximum limitation mentioned in Section 11B.

E. The LPA shall pay the STATE for expenses incurred in supervising the project according to the terms in Section 8 less the amount eligible for Federal-aid reimbursement. This cost is included in the maximum limitation mentioned in Section 11B.

12. If for any reason the STATE is required to repay to the Federal Highway Administration the sum or sums of Federal funds paid to the LPA through the STATE under the terms of this Agreement, then the LPA will repay to the STATE such sum or sums upon receipt of a billing from the STATE. Payment for any and all costs incurred by the LPA which are not eligible for Federal funding will be the sole obligation of the LPA.

13. A. Construction by Contractor - During the progress of the work, the contractor through the LPA or its representative shall submit invoice vouchers to the STATE for construction completion.

B. Construction by LPA - During the progress of the work, the LPA shall submit claim vouchers to the STATE for construction completed.

When claiming costs, the contractor or LPA will certify by its responsible officer and/or engineer that those costs represented by the subject billing represent work physically completed. Upon approval

of the voucher by the STATE, the STATE will request Federal-aid funds from the Federal Highway Administration for the amount of the subject voucher. Upon receipt of Federal-aid funds, the STATE will make payment to the contractor or LPA.

14. Construction Engineering by LPA or Consultant - The LPA shall be reimbursed ninety five percent (95%) of the federal share of construction engineering costs expended by submitting claim vouchers to the STATE not more often than once per month during the progress of the work. Upon approval of the claim voucher by the STATE, the STATE will request Federal-aid funds from the Federal Highway Administration for the amount of the subject claim voucher. Upon receipt of Federal-aid funds, the STATE will make payment to the LPA.

15. The LPA's share of the project cost shall be the amount as determined by the procedure outlined in Section 11 of this Agreement. From the LPA's share thus computed, there shall be deducted all previous payments made by the LPA to the STATE. Billings to the LPA for its share of project costs shall be due and payable 30 days from date of billing by the STATE. If the LPA has not paid the full amount due within 60 days past the due date, the STATE shall be authorized to proceed in accordance with IC 8-14-1-9 to compel the Auditor of the STATE of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to the Indiana Department of Highways' account.

16. The LPA, prior to final acceptance of the project by the STATE and the Federal Highway Administration, shall place and maintain informational, regulatory, and warning signs or other markings and traffic signals necessary for proper traffic operations of the project subject to the approval of the STATE and the concurrence of the Federal Highway Administration.

17. After the completion of the construction work in accordance with the

plans and specifications and the approval thereof by the LPA, the State and Federal Highway authorities, the LPA shall control the Highway described in this agreement and shall provide all maintenance, satisfactory to the STATE and the Federal Highway Administration, at the LPA's expense.

18. During the contract period and for three (3) years from the date of final payment the LPA shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection by the Federal Highway Administration, the STATE, or other authorized representatives of any unit providing money for the project and copies thereof shall be furnished if requested.

19. The LPA agrees to hold harmless and indemnify the State of Indiana, the Indiana Department of Highways and the Federal Highway Administration from any and all liability for any act or omission committed, suffered to be committed, or omitted to be done, by any office, agent, employee, servant or contractor of the LPA under this agreement.

20. Pursuant to I.C. 22-9-1-10 the LPA and its subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment of any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

Insofar as authorized by law this agreement shall be binding upon the parties hereto, their successors or assignees.

THIS AGREEMENT shall not be effective unless and until approved by the Attorney General of Indiana, or his authorized representative, as to legality and form.

IN WITNESS WHEREOF, the State of Indiana and the LPA, through their respective officials, have hereto executed this agreement.

BOARD OF PUBLIC WORKS

Signature
David J. Kiester
Director of Public Works
(Print or type name and title)

Signature
Cosette R. Simon
Dir. of Administration and Finance
(Print or type name and title)

Signature
Lawrence D. Consalvos
Director of Public Safety
(Print or type name and title)

Signature

(Print or type name and title)

Mayor Win Moses, Jr.

ATTEST:

Clerk-Treasurer
Helen Gochenour-Clerk

STATE OF INDIANA
INDIANA DEPARTMENT OF HIGHWAYS

John P. Isenbarger
Director

Attest:

Daniel A. Novreske
Deputy Director - Administration

APPROVED AS TO LEGALITY AND FORM

(FOR)
Linley E. Pearson
Attorney General

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Allen

On this 26th day of March, 1986 there appeared before me, a Notary Public in and for said (County) David J. Kiester, Director, Cosette R. Simon, Director, Lawrence D. Consalvos, Dir., Win Moses, Jr., Mayor, and Helen Gochenour, Clerk-Treas. respectively, of the Board of Public Works&Safet of City of Fort Wayne, Indiana and stated that the above agreement was signed and attested in behalf of said (City) ~~(County)~~ ~~(Town)~~

Witness my hand and seal this 26th day of March, 1986.

My commission Expires

3-1-88

County of ALLEN

Luisa Sim Settimi

Notary Public

LUISA SETTIMI

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

On this _____ day of _____, 19___ there appeared before me, a Notary Public in and for said County, _____, Director of the Indiana Department of Highways, and acknowledged the execution of above agreement in behalf of the State of Indiana.

Witness my hand and seal this _____ day of _____, 19___,

My Commission Expires

_____

_____

Notary Public

HI 76-36-10
4/2/86

AGREEMENT
BETWEEN
THE CITY OF FORT WAYNE, INDIANA
AND
McNAMEE, PORTER AND SEELEY OF ANN ARBOR, MICHIGAN
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of this 2nd day of April, 1986 between the City of Fort Wayne, Indiana (OWNER) and McNamee, Porter and Seeley, a registered co-partnership (ENGINEER).

SECTION 1 - ASSIGNMENT

OWNER wishes ENGINEER to perform professional engineering services, to serve as OWNER's professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with the furnishing of a water treatment pilot plant (capacity 0.2 gpm) to pilot test split treatment and alternate feed points for chemicals, and engineering services as requested by the OWNER from time to time for assistance in operation, consultation, review of operating results, advice and report on pilot testing.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 ENGINEER shall perform the following professional services if requested by the OWNER:

2.1.1 Consult with OWNER to clarify and define OWNER's requirements relative to the Assignment and review available data;

2.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Assignment (which services and data ENGINEER is not to provide hereunder but on which ENGINEER may rely in performing services hereunder), and act as OWNER's representative in connection with any such services of others;

2.1.3 Provide analysis of OWNER's needs with evaluations and comparative studies of prospective solutions;

2.1.4 Prepare a Report of ENGINEER's findings and recommendations.

2.2 Additional professional services related to the Assignment will be performed by ENGINEER on request of OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements and designate a person with authority to act on OWNER's behalf on all matters concerning the Assignment;

3.2 Furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely upon all such information and services in performing services hereunder;

3.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services hereunder; and

3.4 Perform such other functions as are indicated as follows:
Furnish 0.2 gpm raw water for operation of pilot plant.
Furnish chemicals.
Furnish operating personnel.
Furnish wood platform to support pilot plant.
Furnish staff for erecting, operating, maintaining and dismantling of pilot plant.

SECTION 4 - PERIOD OF SERVICE

ENGINEER shall start performing services hereunder upon receiving a signed Agreement, and will complete such services within 200 days.

SECTION 5 - PAYMENT

5.1 OWNER shall pay ENGINEER for services under Section 2 an amount based on the following schedule of hourly rates (including overhead and profit), rental charges for equipment, travel costs and expense charges:

Pilot Plant rental fee - $1,000 per month.
Hourly rate schedule for MPS personnel assigned to project:

Partner	$85.00/hour
Special Consultant	$67.00/hour
Division Manager	$67.00/hour
Engineer VI	$60.00/hour
Engineer IV	$46.00/hour
Engineer II	$33.00/hour
Field Technician 1	$21.00/hour

Expenses at cost plus 15%.
Car travel at 30¢/mile.

The total value of services and expenses to be provided under this Agreement shall not exceed $18,000.

5.2 ENGINEER shall submit monthly statements of services rendered and Reimbursable Expenses.

5.3 ENGINEER's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the Report.

5.4 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days of the date of ENGINEER's invoice therefor, the amount due ENGINEER shall include a charge at the rate of one percent per month from said sixtieth day.

5.5 Definitions

5.5.1 Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bid or proposals from Contractor(s); toll telephone calls and telegrams; computer time sharing and related costs; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 2; and, if authorized in advance by OWNER, overtime work requiring higher-than-regular rates.

5.5.2 Hourly rates, equipment rental rates, and mileage charges will be adjusted each year on July 1.

SECTION 6 - COST CONTROL

6.1 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 7 - MISCELLANEOUS

7.1 The obligation to provide further services under this Agreement may be terminated (a) by OWNER with or without cause upon seven days' written notice to ENGINEER and

(b) by ENGINEER for cause upon seven days' written notice to OWNER. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

7.2 This Agreement shall be binding on the OWNER and ENGINEER, as well as their respective successors and assigns.

7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.4 This Agreement (consisting of four pages), constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: Board of Public Works & Safety

BY: David J. Kiester
David J. Kiester
Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon
Director of Administration and Finance

ATTEST: Helen V. Gochenour
Helen V. Gochenour,
Clerk

BY: Lawrence D. Consalvos
Lawrence D. Consalvos
Director of Public Safety

McNAMEE, PORTER AND SEELEY

WITNESS: Beverly J. Henry

PARTNER: Robert M. Bacastow

76-28-9
3/19/86

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO. 6043-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by replacing curbs and sidewalks on:

1) HOAGLAND AVE. FROM PONTIAC TO WILDWOOD - BASE BID

This area also known as FAIRFIELD'86

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% BY COMMUNITY DEVELOPMENT & PLANNING DEPT.

Adopted, this 19th day of March, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kent

Cosette R. Simon

Laurene D. Conrad

ATTEST: Helen V. Hochstedler
Secretary and Clerk

HI 76-23-8
3/12/86

HOWARD NEEDLES TAMMEN & BERGENDOFF

1986 FEB 28 PM 3:01

February 26, 1986

Mr. David Keister, Chairman and Members
Board of Public Works and Safety
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: Engineering Services
Project Close Out
Sludge Handling Facilities
City of Fort Wayne

Gentlemen:

In accordance with the desires of the City of Fort Wayne in a meeting on February 5, 1986 we are pleased to offer engineering services for the following activities:

1. Assist the City of Fort Wayne to attend meetings with State Board of Health representatives and provide additional documents and Change Order appeal support data required by the Corps of Engineers and State Board of Health to close out EPA Project No. C180538 (Division I Water Pollution Control Plant Expansion).

2. Review the Second Amendment to the Facilities Plan and related documents for sludge thickening system evaluation.

3. Develop a cost and performance evaluation for Waste Activated Sludge thickening utilizing dissolved air floatation or centrifugation methods. Performance evaluation would include on-site pilot testing by one or more centrifuge manufacturers.

4. Assist the City of Fort Wayne with the potential obtainment of funding for anaerobic digestion upgrading and sludge thickening through a grant amendment under EPA project grant C180774 (Advanced Wastewater Treatment Project).

P.O. Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160

Architects Engineers Planners

Partners James F. Finn PE, Paul L. Heineman PE, Gerard F. Fox PE, Browning Crow PE, Charles T. Hennigan PE, Edgar B. Johnson PE, Daniel J. Watkins PE, Daniel J. Spigar PE, John L. Cotton PE, Francis X. Hall PE, Robert S. Coma PE, Donald A. Dupies PE, William Love AIA, William C. Meredith PE, Robert D. Miller PE, James L. Tuttle, Jr. PE, Hugh E. Schall PE

Associates Daniel J. Appel PE, Robert W. Richards PE, Don R. Ort PE, Frederick H. Sterbenz PE, Robert B. Kollmar PE, Kendall T. Lincoln CPA, Jack P. Shedd PE, Roberts W. Smithem PE, Jack C. Thompson PE, Richard D. Beckman PE, John A. Eggen AIA, Harry D. Berlossa PE, Ralph E. Robison PE, Cecil P. Counts PE, Stephen G. Goddard PE, Harvey K. Hammond, Jr. PE, Stanley I. Mast PE, Robert W. Anzia PE, Cary C. Goodman AIA, Walter Sharko PE, Gordon H. Staney, Jr. PE, James D. Russell PE, Roland Wadsworth, Jr. PE, Ross L. Jensen AIA, Frank T. Lamm PE, Alexander F. Silady PE, John W. Wight PE, Thomas K. Dyer PE, Ronald W. Aarons AIA, H. Jerome Buller PE, Blaise M. Carriere PE, Michael P. Ingardia PE, Bernard L. Ponce PE, Stephen B. Dunn PE

Offices Alexandria, VA, Atlanta, GA, Baton Rouge, LA, Boston, MA, Cape Coral, FL, Casper, WY, Charleston, SC, Charleston, WV, Chicago, IL, Cleveland, OH, Dallas, TX, Denver, CO, Fairfield, NJ, Houston, TX, Indianapolis, IN, Kansas City, MO, Lexington, MA, Los Angeles, CA, Miami, FL, Milwaukee, WI, Minneapolis, MN, Newark, DE, New York, NY, Orlando, FL, Overland Park, KS, Philadelphia, PA, Phoenix, AZ, Seattle, WA, Tampa, FL, Tulsa, OK, Penang, Malaysia, Rio de Janeiro, Brazil

HI 76-23-8
3/12/86

HOWARD NEEDLES TAMMEN & BERGENDOFF

1986 FEB 28 PM 3:01

February 26, 1986

Mr. David Keister, Chairman and Members
Board of Public Works and Safety
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: Engineering Services
Project Close Out
Sludge Handling Facilities
City of Fort Wayne

Gentlemen:

In accordance with the desires of the City of Fort Wayne in a meeting on February 5, 1986 we are pleased to offer engineering services for the following activities:

1. Assist the City of Fort Wayne to attend meetings with State Board of Health representatives and provide additional documents and Change Order appeal support data required by the Corps of Engineers and State Board of Health to close out EPA Project No. C180538 (Division I Water Pollution Control Plant Expansion).

2. Review the Second Amendment to the Facilities Plan and related documents for sludge thickening system evaluation.

3. Develop a cost and performance evaluation for Waste Activated Sludge thickening utilizing dissolved air floatation or centrifugation methods. Performance evaluation would include on-site pilot testing by one or more centrifuge manufacturers.

4. Assist the City of Fort Wayne with the potential obtainment of funding for anaerobic digestion upgrading and sludge thickening through a grant amendment under EPA project grant C180774 (Advanced Wastewater Treatment Project).

Architects Engineers Planners P O Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160

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Offices Alexandria VA, Atlanta, GA, Baton Rouge, LA, Boston, MA Cape Coral, FL, Casper, WY, Charleston, SC, Charleston WV, Chicago, IL, Cleveland, OH, Dallas TX Denver, CO, Fairfield NJ, Houston, Tx Indianapolis, IN Kansas City, MO, Lexington MA, Los Angeles CA, Miami, FL, Milwaukee WI, Minneapolis, MN, Newark DE, New York NY, Orlando, FL, Overland Park KS, Philadelphia, PA, Phoenix AZ, Seattle WA, Tampa, FL, Tulsa, OK, Penang, Malaysia Rio de Janeiro, Brazil

5. Design sludge handling facilities improvements based upon recommendations and conclusions of facilities cost evaluation.

The above services for tasks No. 1 through 4 above would be accomplished under the terms of our general services agreement dated October 16, 1984 and accepted on October 31, 1984. A proposal for services for task No. 5 will be established under separate authorization following task No. 3 cost evaluation.

For budgetary purposes, the estimated cost for engineering services for Task No. 1 - $5,000; the estimated cost for Task No. 2 - $1,000.; the estimated cost for Task No. 3 - $15,000; and Task No. 4 - $5,000. The above estimates shall not be exceeded without prior written approval from the Board.

If you find the terms of this proposal acceptable, please sign, date and return two copies for our files.

We appreciate the opportunity to continue to serve the City of Fort Wayne.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

Robert S. Coma, P.E.
Partner

ACCEPTED and AUTHORIZED to proceed: March 12, 1986

CITY OF FORT WAYNE, INDIANA

By: David Keister

Rosetta R. Ginoc

Laurence D. Conaway

Its Board of Public Works and Safety

ATTEST:

Helen V. Hochgesang

HI 76-21-5
3/5/86

WATER POLLUTION CONTROL PLANT
TREATMENT AGREEMENT
BETWEEN
THE CITY OF FORT WAYNE, INDIANA
AND
THE TOWN OF GRABILL, INDIANA

THIS AGREEMENT (hereinafter referred to as "Agreement") entered into this 3rd day of March, 1986, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor"), and the TOWN OF GRABILL, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractee").

WITNESSETH THAT:

WHEREAS, Contractee has installed a sewage accumulation system in and around the Town of Grabill in the County of Allen (hereinafter referred to as "Grabill System");

WHEREAS, Contractee has been required by the Regulatory Agencies to abandon its present wastewater treatment system;

WHEREAS, Contractor has a sewage treatment plant with capacity available for the treatment of sewage accumulated in the Grabill System;

WHEREAS, Contractor has heretofore adopted, and may hereafter from time to time adopt amendments to an ordinance and regulations pertaining to the discharge of waste, sewage, and other materials into its sewage treatment plant, facilities, and lines;

WHEREAS, Contractee is desirous of discharging waste sewage into the Contractor's sytem for treatment subject to full compliance by itself and all of its customers with the terms and provisions of said existing ordinance and regulations of Contractor as well as all amendments thereto as Contractor may adopt, or make hereafter; provided, however, that the terms and provisions of such existing ordinances and regulations of Contractor as well as all amendments thereto as Contractor may adopt, or make hereafter shall be the same for the Contractee and its customers as those imposed upon like Contractees and their customers;

WHEREAS, Contractor is agreeable to contracting with Contractee receiving and treating such sewage and waste only upon and subject to Contractee's and each of its customers full compliance with the terms and provisions of said ordinance, regulations, and amendments provided, however, that such compliance shall be the same for the Contractees and their customers as that imposed upon Contractors, their Contractees and their respective customers;

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment and disposal service through Contractee's connection with the Leo-Cedarville Sewer System for treatment and disposal of the sewage accumulated through the Grabill System to the following terms and conditions:

1. Effective Date. It is understood and agreed between the parties that this contract shall become effective after its execution and approval by the Board of Public Works and Common Council of the City of Fort Wayne, also by the Town Board of the Town of Grabill and any courts having jurisdiction over acts of said Board. It is also understood and agreed that this Agreement is also subject to the approval of the Indiana Stream Pollution Control Board, the Indiana Board of Health, and any other Federal, or State regulatory agency as may be required by Law.

2. Term of Agreement. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the first date of connection, or rendering of service hereunder.

This Agreement shall continue in full force and effect for an indeterminate number of five (5) year terms after the initial term unless one (1) of the parties hereto shall notify the other party in writing at least three (3) years prior to the expiration of the original term, or any additional five (5) year term, of its desire not to continue the Agreement. In the event that there has been a change in physical conditions, or rates applicable to like Contractees and like customers of such Contractees within the three (3) year period prior to the expiration of the original term, or any additional five (5) year term, then the terms and conditions of any renewal hereunder shall be renegotiated in order to reflect the effect of such changes and the terms and conditions of this Agreement.

3. Interconnection. Contractee shall connect to the sanitary sewer lines of the Leo-Cedarville Regional Sanitary District at a point specified by the Leo-Cedarville RSD.

The purpose of the tap-in shall be to transport Contractee's sewage through the Leo-Cedarville RSD lines to the Fort Wayne sewer system for treatment. If a new tap-in is agreed to hereunder by the parties, Contractee will prepare, provide, and construct, at its expense the following:

A. Engineering plans and specification for the force main sewer line, pumping station, measuring devices and/or appurtenances to connect the Grabill System with the present Fort Wayne System at the designated tap-in points, with copies of such plans and specifications to be given to the City of Fort Wayne at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow Fort Wayne to review and make written comment with respect to said submissions.

B. The easements relating to any land over which the transporting force main sewer line is to be constructed are to be obtained and recorded.

It is expressly understood and agreed by and between the parties that all costs of the tap-in, including the planning, inspection, and construction of any transporting force main sewer line to said tap-in point shall be borne exclusively by Contractee.

All tap-ins, plans, specifications, engineering and work to be performed by Contractee shall be subject to the prior written approval of Contractor.

4. Acceptance and Treatment of Sewage.

A. Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material to the metering point and/or tap-in point in a form suitable for passage through the Fort Wayne sewer line system. The metering point and tap-in point are located as shown on Exhibit "A". Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in point connecting its sewer line into the sewer lines of Leo-Cedarville Regional Sanitary District by a force main. Leo-Cedarville Regional Sanitary District shall transport the sewage material from that point to the connecting point of the Leo-Cedarville RSD lines to the Fort Wayne Sewer System; and Contractor shall be solely responsible for transporting the sewage material within its sewer system to its sewage treatment facilities.

B. Treatment. Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

C. Sewage Materials Acceptable. Contractee shall comply in every regard where applicable with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, and as amended from time to time thereafter and to the extent such amendment is applicable equally to all of Contractor's, Contractees, and their respective customers, and specifically, but not limited to Article III, Prohibited Industrial Discharges, and the Rules and Regulations of the U.S. Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste, or toxic materials, if said waste, or material is a prohibited dischage under rules of any regulatory agency having jurisdiction in the circumstances. It is recognized to by Contractee that Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, may be amended from time to time so as to change the type of wastes which must be accepted by Contractor from like Contractees, and the parties specifically agree to such amendments.

Upon discovery that unacceptable sewage material as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended to equally affect all like Constractees from time to time, or waste, or materials deemed unacceptable pursuant to Rules and Regulations duly promulgated by any regulatory agency having jurisdiction are being transmitted by the Contractee's connection to Fort Wayne's system:

(1) Contractee shall immediately cease delivery of such materials and/or waste upon verbal notification and confirmation thereof in writing, within twenty-four (24) hours.

(2) If Contractee shall fail to cease said transmission immediately, Contractor may, at its option, without liability and at Contractee's cost:

(a) Cut off the user, if such is ascertainable, which is found to be delivering unacceptable sewage to the Contractee's sewer system;

(b) Cease servicing the entire Contractee system and cease accepting all sewage transmission from Contractee until the cause for such action is remedied to the satisfaction of Contractor, the U.S. Environmental Protection Agency, and the Indiana Stream Pollution Control Board. Provided, however, if the U.S. Environmental Protection Agency or Indiana Stream Pollution Control Board shall order the restarting of servicing, Contractor shall comply with such order.

(c) Contractee shall bear all liabilities and costs which Contractor may incur, or be liable for, in its sole discretion, caused either by the further transmission of said unacceptable sewage by Contractor, exercise of its rights hereunder; or both.

D. Volume. In the event of flow which averages more than 0.23 cfs (0.15 mgd hereafter "base mgd") for any 90 day period (hereafter "qualifying period") then an additional treatment plant capital charge (hereafter "surcharge") will be paid by Contractee, subject to the following provisions:

(1) The surcharge shall be equal to the capital charge (as approved by EPA) for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd expressed in and collected for per 100 cu. ft. thereof.

(2) In no event shall Contractor be required to accept sewage from the Town of Grabill in volumes of flow which average more than double base mgd for any subsequent qualifying period.

E. Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance, treatment and billing of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B". As provided in said rate schedule, as approved by EPA and all legislative and regulatory bodies having jurisdiction thereof, Contractee agrees to pay, when applicable, any zone surcharge, excess strength surcharge, or flat charge so provided for.

The rate set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all other contract users are reviewed and adjusted; and such adjustment shall not be discriminatorily increased, as compared with adjustments for other contract users.

(2) Measure of Volume. Contractee shall install a proper and adequate metering device for the purpose of measuring the volume of sewage materials delivered to the metering point on Exhibit "A" for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor and shall provide for the following metering devices:

1. Magnetic Flow Meter - to be similar to those presently in place within the Leo-Cedarville transportation system.
2. ISCO Model 1680R, or American Signa Model 6300 Automatic Sampler

Each such device shall be subject to the inspection, testing and approval of each party at all times. For these purposes, and for the purposes of reading and recording data from said meter, each party shall at all times have complete and free access to said metering point and devices.

The cost of planning, designing, building, and installing metering point, or points and devices including acquisition of real estate shall be borne exclusively by Contractee. In addition, Contractee shall assume complete responsibility, including costs for installation, maintenance and repair of said metering devices, and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices shall be capable of providing a twenty-four (24) hour composite taken hourly and shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof, shall be approved by the Contractor.

Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals. Parameters to be tested shall include pH, suspended solids, COD, BOD phosphorus, metal ions, total nitrogen, and other testing as required to satisfy Indiana Stream Pollution Control Board and the U.S. Environmental Protection Agency regulations.

Material samples as received from the sampling device shall be available to both contracting parties. In the event the Contractor provides testing for such samples, the reasonable cost of providing such services shall be paid by Contractee, but such charges shall not be more than the charges made for like services to like Contractees.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by metering devices previously specified shall be determined on, or about the first Monday of each calendar month and shall be billed to Contractee within thirty (30) days thereafter for all charges applicable under rate schedules then in effect for the previous thirty (30) day metered period. Such charges shall commence on the first day sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, without the right of set-off, within twenty (20) days after being billed by Contractor.

(4) Rate Covenants of Contractee. Contractee shall institute, maintain, and enforce a system of user charges in accordance with Section 204 B (1), Public Law 95-217 as amended and supplemented and guidelines and regulations promulgated by EPA from time to time thereunder. Contractee shall provide evidence of continuing compliance therewith as required by Contractor and pursuant to foregoing legislation and rules.

Contractee shall adopt and enforce ordinances providing for rates, rules and regulations and use of its sewage system which are in conformity with reasonable requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from EPA and other governmental agencies which may now,or in the future offer grants incident to the treatment and collection of sewage.

F. Billing. Contractor will be responsible for reading the metering devices at the metering and tap-in points designated in paragraph 4.A. above and for billing the Contractee therefore in accordance with rate schedules then in effect.

5. Litigation. Contractee agrees and undertakes to hold harmless and indemnify Contractor from any damages arising from Contractee's operation of the Grabill System. Contractor agrees and undertakes to hold harmless and indemnify Contractee from any damages arising from Contractor's operation of the Fort Wayne treatment system.

6. Compliance with Rules, Regulations, Standards, and Laws. The parties of this Agreement shall comply with all State and Federal regulations, standards, and laws regarding the collection and treatment of sewage and the operation of their respective systems.

7. Right of First Refusal and Service Area. During the term of this Agreement, or any extension thereto, Contractee shall not expand the service and planning area of the Grabill System, as said System is identified in Exhibit "C" attached, without prior approval, in writing of Contractor. However, such approval shall not be withheld except for good cause shown.

8. Remedies in the Event of Default. In the event that Contractee shall default hereunder and said default is not cured within thirty (30) days of written notice of same, or in the event said default is not of a type which can be cured within thirty (30) days, or Contractee is not proceeding with due diligence to cure said default within thirty (30) days of written notice of same, or if Contractee shall fail to make any payments hereunder within thirty (30) days after said payment is due to Fort Wayne (no notice being necessary in the event of non-payment), then Contractor may apply to any court of competent jurisdiction for the appointment of a receiver to administer all matters relevant to the Grabill System, and to fix, charge, and collect rates for such service. If a receivership is ordered and collection is realized from such receivership proceedingss, such collection shall be paid out as follows:

> First, to payment of any delinquent and all current sewage charges to the City of Fort Wayne;
>
> Second, to payment of expenses of operation, repair and maintenance of the Contractee's sytem;
>
> Third, to payment of any Town of Grabill revenue bond obligations, or matured long-term debt;
>
> Fourth, the overage, if any, shall be paid to the Town of Grabill.

Contractee reserves the right to appear in such action and oppose the appointment of such receiver.

9. Inspection and Enforcement.

(a) Contractee shall, within thirty (30) days from date hereof, furnish to Contractor a written list of names, and addresses of all commercial and industrial users in Contractee's system, the nature of each users' business, and the name of a responsible person to be contacted at each such user. Contractee shall keep said listing current as to additional, or deleted users.

(b) Contractee shall cause the terms and provisions of said Chapter 24, all amendments thereof and all applicable rules and regulations of Contractor to be part of each agreement, or contract which it has with each such commercial and industrial user, as well as its own rules and regulations and governing authority.

(c) Contractee hereby appoints Contractor's Board of Public Works & Safety as its agent with full authority and license to enforce through the Contractee's Attorney, the provisions of the Contractee's Sewer Use Ordinance (SUO) and all applicable State and Federal regulations upon the customers of the Contractee at Contractee's expense. Failure by the Contractee to take effective and appropriate enforcement action against any customer for a violation of its SUO, or any pretreatment standard of any State, Interstate, or Federal authority within ten (10) days of its discovery shall result in a charge of $1,000.00 per violation. After the ten (10) day self enforcement period each day that any such violation continues shall constitute a separate offense. In the event Contractee's Attorney fails to take such effective and appropriate enforcement action within ten (10) days, then Contractor, as Contractee's agent shall be authorized to take appropriate action through its own Attorney, all at Contractee's expense.

(d) Contractee shall within one hundred and twenty (120) days from date hereof, or prior to interconnection, have their Sewer Use Ordinance approved by Contractor.

(e) Contractor shall invoice Contractee for monitoring and laboratory services performed by Contractor in monitoring, surveillance, and testing of individual Commercial and Industrial users of Contractee's system at the same rate as Contractor customarily charges its own customers. Contractee shall pay all such charges within thirty (30) days of date of such invoice. Contractee shall seek to recover such charges from its own customers, but its failure to secure such payment shall not release, abate, or in any manner relieve it of its obligation to pay Contractor.

10. Notices. Any notices required, or desired to be given under this Agreement may be served personally, or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. As of the date of the execution of this Agreement, Contractor's address is:

Board of Public Works & Safety of the
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

and the Contractee's official address is:

Town of Grabill
Town Hall
Grabill, Indiana 46741

11. Benefit. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

CITY OF FORT WAYNE, INDIANA

BY: _____
Winfield C. Moses Jr.
Its Mayor

BY: _____
David J. Kiester, Director of
Public Works

BY: _____
Cosette R. Simon, Director of
Administration & Finance

BY: _____
Lawrence D. Consalvos, Director of
Public Safety

ATTEST: _____
Helen Gochenour, Clerk

TOWN OF GRABILL, INDIANA

BY: _____
Board Member

BY: _____
Board Member

BY: _____
Board Member

ATTEST: _____
Its Clerk/Treasurer

APPROVED AT TO FORM AND LEGALITY

_____
City Attorney ATTORNEY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 5th day of March, 1986, personally appeared Winfield C. Moses Jr., and David J. Kiester, Cosette R. Simon, Lawrence D. Consalvos and Helen Gochenour, the above-named Mayor and Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, who acknowledged the execution of the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notary Seal, this 5th day of March, 1986.

Denise K. Durkell
Denise K. Durkell Notary Public
A resident of Allen County, Indiana

My Commission Expries:
Dec. 16, 1986

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of March, 1986 personally appeared Alleen Kipfer, M.Joanne Sauder, R.E. Miller, and Jeff Gray, the above-named Clerk/Treasurer and Members of the Town Board of the Town of Grabill, Indiana who acknowledged the execution of the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notary Seal, this 3rd day of March, 1986.

Sam Fogel
Sam Fogel Notary Public
A resident of Allen County, Indiana

My Commission Expires:
Feb. 13, 1989

EXHIBIT B

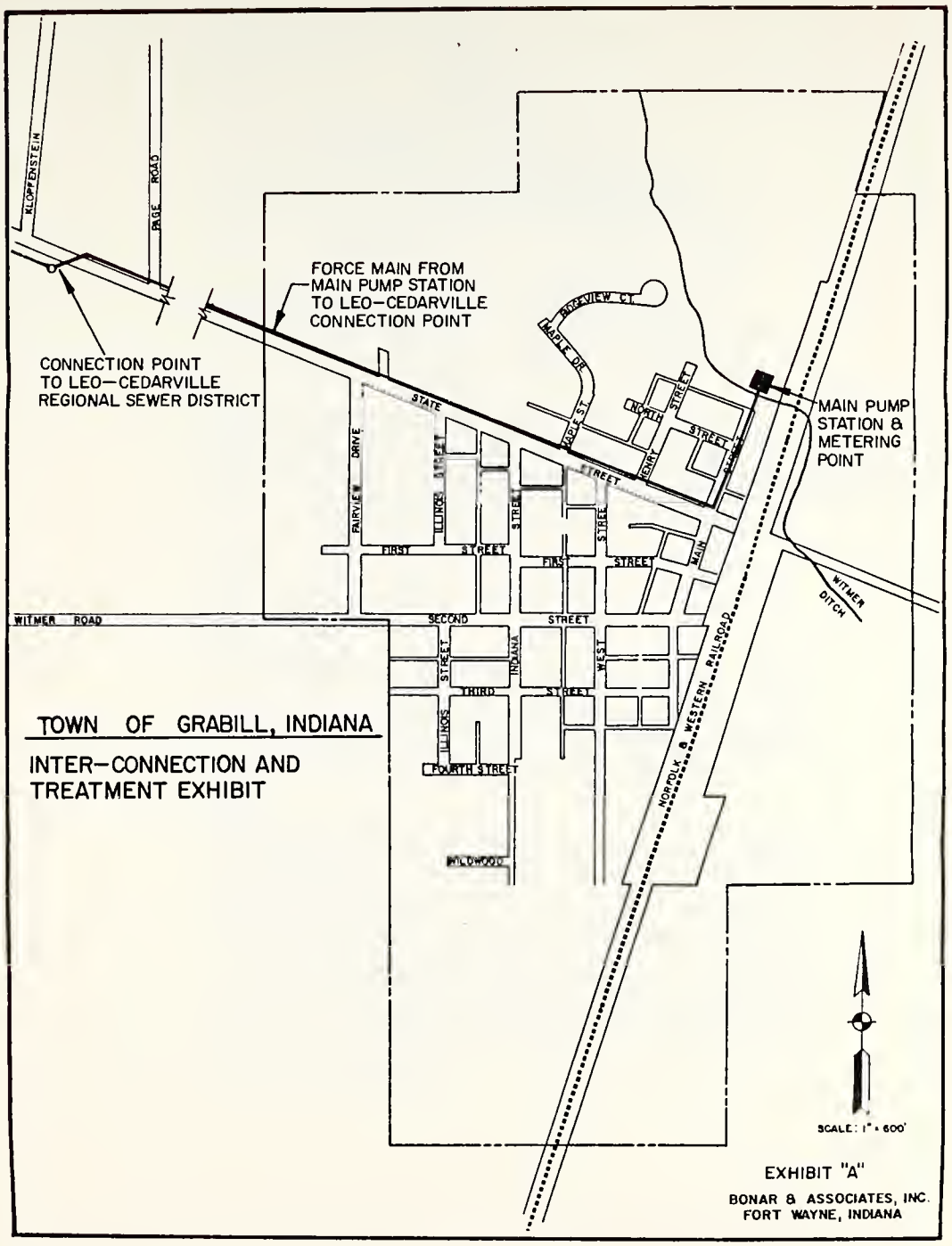

KLOPFENSTEIN
PAGE ROAD
CONNECTION POINT TO LEO–CEDARVILLE REGIONAL SEWER DISTRICT
FORCE MAIN FROM MAIN PUMP STATION TO LEO–CEDARVILLE CONNECTION POINT
BIRCHVIEW CT.
MAPLE DR.
MAPLE ST.
NORTH STREET
STATE STREET
HENRY STREET
MAIN PUMP STATION & METERING POINT
PARVIEW DRIVE
ILLINOIS STREET
FIRST STREET
MAIN
WITMER DITCH
WITMER ROAD
SECOND STREET
INDIANA STREET
WEST
THIRD STREET
FOURTH STREET
WILDWOOD
NORFOLK & WESTERN RAILROAD
TOWN OF GRABILL, INDIANA
INTER–CONNECTION AND TREATMENT EXHIBIT
SCALE: 1" = 600'
EXHIBIT "A"
BONAR & ASSOCIATES, INC.
FORT WAYNE, INDIANA

EXHIBIT B

-1 Volume Charge (cents per 100 cu. ft.)

Treatment	21.90
Capital Charge	12.88
	34.78

-2 Variable Charge (cents per 100 cu. ft.)

A variable charge for conveyance and collection costs attributable to the protion of the conveyance system and operating costs associated therewith used by the contract customer shall be computed by the City and added to the Volume Charge.

-3 Flat Charge

In addition to the foregoing charges based on volume of sewage treated and conveyed each Contractee will pay a monthly billing charge of $.60 and a monthly surveillance charge of $90.00.

-4 Excess Strength of Wastes Surcharge

In the event a contract customer contributes waste having a strength in excess of domestic waste characteristics, as defined in Section 24-33 of the Fort Wayne Municipal Code, a surcharge based on the following unit process charge will be in effect for all waste found to be in excess of limitations.

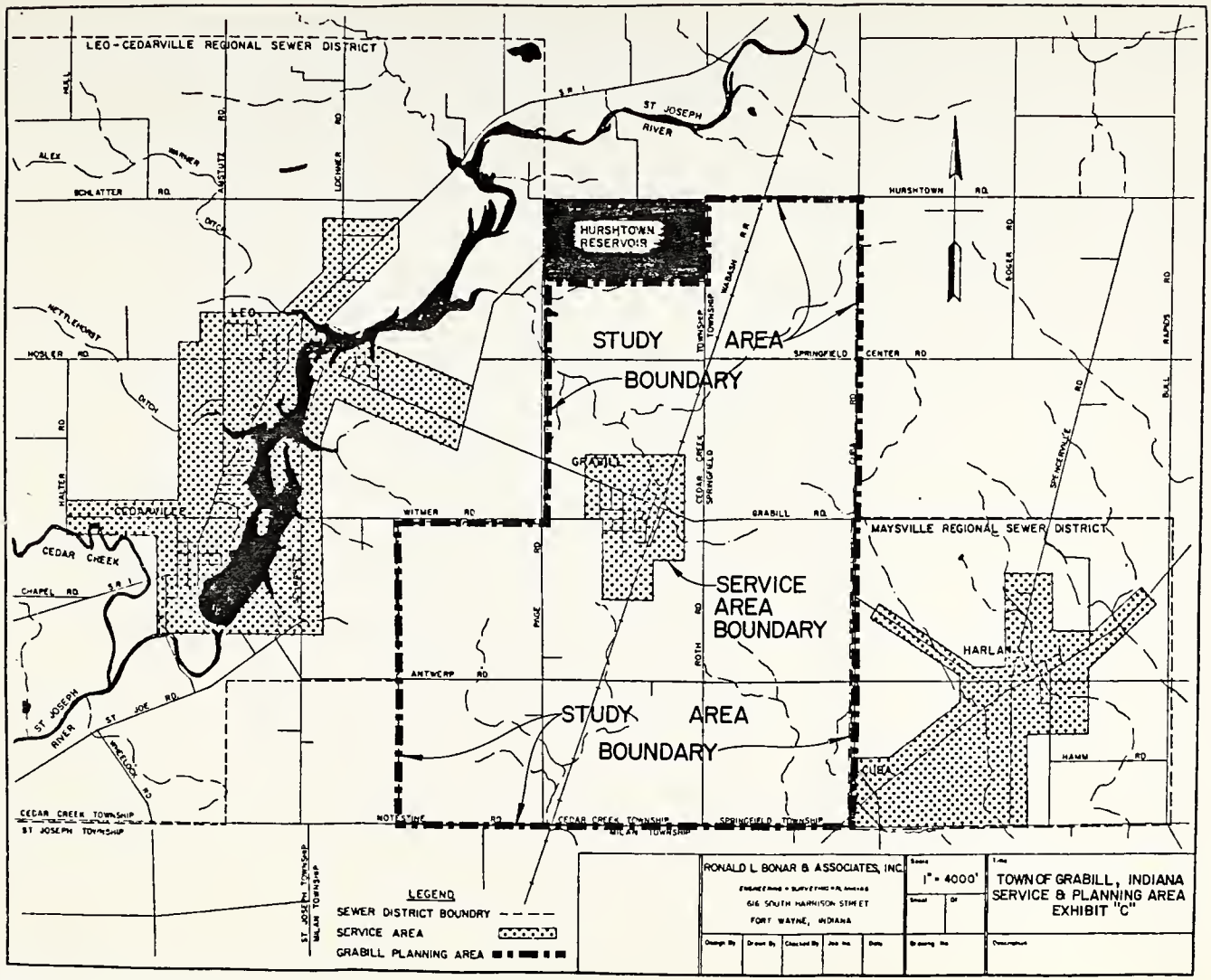
	Cents Per Pound
Suspended Solids - (SS)	4.304
Biochemical Oxygen Demand - (BOD)	4.300
Phosphorus - (P)	41.193
Ammonia - (NH_3)	11.41

-5 Capital Surcharge

In the event contract customer delivers sewage for treatment to City for a period of 90 consecutive days which is in excess of base MGD contracted for, then customer will be subject to an additional capital charge computed at the capital charge (per 100 cu. ft.) then in effect times the excess percentage of MGD represented by dividing actual MGD by contracted MGD.

-6 Other Provisions

In the event sewage received pursuant to any contract entered into under this Section exceeds any of the limitations imposed by this Chapter, the City shall have the right to impose all charges, limitations, and penalties applicable to any non-contract user by the City. Each contract entered into by the City pursuant to the foregoing rate classification shall provide that the contract customer shall agree to enact and maintain a Sewer Use Ordinance and User Charge System acceptable to the City and in conformance with the City's obligations under Sec. 204 (b) (1). Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35-905-8, 35-928-1, 35-928-2, and 35-935-13.


LEO-CEDARVILLE REGIONAL SEWER DISTRICT
ST JOSEPH RIVER
HURSHTOWN RESERVOIR
STUDY AREA BOUNDARY
SERVICE AREA BOUNDARY
STUDY AREA BOUNDARY
MAYSVILLE REGIONAL SEWER DISTRICT
LEO
CEDARVILLE
GRABILL
HARLAN
CUBA
HURSHTOWN RD
SPRINGFIELD CENTER RD
WITMER RD
GRABILL RD
ANTWERP RD
NOTESTINE RD
HAMM RD
CHAPEL RD
ST JOE RD
CEDAR CREEK
CEDAR CREEK TOWNSHIP
ST JOSEPH TOWNSHIP
SPRINGFIELD TOWNSHIP
MILAN TOWNSHIP
LEGEND
SEWER DISTRICT BOUNDRY
SERVICE AREA
GRABILL PLANNING AREA
RONALD L BONAR & ASSOCIATES, INC.
516 SOUTH HARRISON STREET
FORT WAYNE, INDIANA
1" = 4000'
TOWN OF GRABILL, INDIANA
SERVICE & PLANNING AREA
EXHIBIT "C"

HI 76-24-18
3/12/86

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March 1986, by and between the City of Fort Wayne, Indiana acting by and through the Board of Public Works, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and Clyde E. Williams & Associates, Inc., Indianapolis, Indiana, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the Engineering Services required for the preparation of final design plans and special provisions for the project described below.

WHEREAS, the CONSULTANT has expressed a willingness to perform these services.

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Roadway lighting to be installed on U.S. 30 (Coliseum Boulevard) from Lake Avenue to U.S. 33 (Goshen Avenue) in the City of Fort Wayne, Indiana.

Preparation of a Combined Location-Design Study Report, preliminary plans, contract plans and special provisions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement is as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY is as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

Section IV. Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principals contained in 41 CFR, Subpart 1-15.2, as modified by Subpart 1-15.102 shall be adhered to for work under this Agreement.

Section V. General Provisions

1. Work Office

The CONSULTANT has or will establish a working office within the State, or convenient thereto, at which it will be possible for the concerned representatives to review and discuss proposed features of the work as the work progresses.

2. Employment

The CONSULTANT shall not engage, on full or part time or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement, in the employ of the Federal Highway Administration or the highway organization of any State, County or City except regularly retired employees, without the written consent of the public employer of such person.

3. Covenant Against Contingent Fees

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the Agreement.

5. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or

damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

6. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the period of the Agreement and for three years from the date of final payment under the term of the Agreement, for inspection by the LOCAL PUBLIC AGENCY, Indiana Department of Highways, Federal Highway Administration or any other authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

8. Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractor, agents, or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and the State of Indiana from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

9. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages, occurring from entering upon private property, against the CONSULTANT resulting from services performed under this Agreement. Upon completion of the field work by the CONSULTANT, the LOCAL PUBLIC AGENCY is to be so advised as to the status of claims even though no claims for damages occurred.

10. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. Before commencing the work, the CONSULTANT shall furnish to the LOCAL PUBLIC AGENCY a certificate, or certificates, in form satisfactory to the LOCAL PUBLIC AGENCY, showing that he has complied with this paragraph. The certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate the Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

(A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.

(B) Comprehensive Policies of Bodily Injury Liability and property damage liability insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than $100,000.00 for each person, including death at any time resulting therefrom, and not less than $300,000.00 in any one accident, and not less than $100,000.00 for all damages arising out of injury to or destruction of property.

(C) Automobile policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than $100,000.00 for each person, including death at any time resulting therefrom, and not less than $300,000.00 in any one accident, and not less than $100,000.00 for all damages arising out of injury to or destruction of property including hired and non-owned vehicles.

11. Progress Reports

The CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT, and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement and the CONSULTANT shall not commence the additional work or the change of the scope of the work until authorized in writing by the LOCAL PUBLIC AGENCY and IDOH.

13. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

14. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon written notice.

(A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for by lump sum and shall be based upon an audit for those services to be paid for by cost plus fixed fee. The payment as made to the CONSULTANT shall be paid as a final payment in full settlement for his services hereunder.

(B) If at any time for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified, or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personnal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully

comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

(C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Oiscrimination

(A) The CONSULTANT and his subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

(B) The CONSULTANT in the performance of the work under this Agreement shall comply with the United States Department of Transportation regulations which follows:

During the performance of this Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate on the ground of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.

(4) Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the LOCAL PUBLIC AGENCY, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncomoliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part

(6) Incorporation of Provisions: The CONSULTANT will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

16. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

17. MBE Requirements

During the performance of this Agreement, the CONSULTANT, for himself, his assignees and successors in interest, shall comply with Minority Business Enterprise requirements as follows:

(1) Policy - It is the policy of the LPA and the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

(2) MBE Obligation - The CONSULTANT agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color,

national origin, or sex in the award and performance of U.S. DOT assisted contracts.

(3) Failure to carry out these requirements shall constitute a breach of contract and, after notification of the LPA, may result in termination of the Agreement by the LPA or such remedy as the LPA deems appropriate.

(4) The CONSULTANT shall notify the Indiana Department of Highways when subcontracts are made with minority business enterprises. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of service.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

President, Edgar Williams, Jr., P.E.

Attest:

Secretary, R. L. Mark Chambers

LOCAL PUBLIC AGENCY

By: Board of

Public Works & Safety

David J. Kiester, Director
Division of Public Works

Colette R. Simon, Director
Division of Administration & Finance

Lawrence D. Consalvos, Director
Division of Public Safety

Attest:

Helen V. Gochenour, Clerk

Approved as to Legality and Form

ASSOCIATE CITY ATTORNEY
Attorney for

ACKNOWLEDGMENT

State of Indiana County of ~~Marion~~ ST. JOSEPH, SS:

Before me, the undersigned Notary Public in and for said County personally appeared Edgar Williams, Jr., P.E., President and R.L. Mark Chambers, Secretary of
(Name of signers, their official capacity and Firm Name)
Clyde E. Williams & Associates, Inc.
and each acknowledged the execution of the foregoing agreement on this 11TH day of MARCH, 1986, and each acknowledged and stated that he is the party authorized by the said firm to execute the foregoing agreement.

Witness my hand and seal the said last named date.

My Commission Expires

9-30-88
COUNTY OF RESIDENCE:
ST. JOSEPH, INDIANA

Notary Public
EITA MARIE FELL

ACKNOWLEDGMENT

State of Indiana, County of Allen, SS:

Before me, the undersigned Notary Public in and for said County personally appeared David J. Kiester, Dir., Div. of Public Works, Cosette R. Simon, Dir., Div. of
(Name of signers, their official capacity and Agency Name)
Admn. & Finance, Lawrence D. Consalvos, Dir. Div. of Public Safety, & Helen V. Gochenour, Clerk,
and acknowledged the execution of the foregoing agreement on this 12th day of March, 1986.

Witness my hand and seal the said last named date.

My Commission Expires:

3-1-88
COUNTY of ALLEN

Notary Public
LUCINA SETTIMI

CERTIFICATE OF CONSULTANT

I hereby certify that I am the President and duly authorized representative of the firm of Clyde E. Williams & Associates, Inc., whose address is 8925 North Meridian Street, Indianapolis, Indiana 46260 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the firm) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any): /

I further certify that no employee, officer or agent or partner or any member of their immediate families of this firm is employed or retained either full or part-time, in any manner by the LPA; except as here expressly stated (if any): /

I acknowledge that this certificate is to be furnished to the Indiana Department of Highways and the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

March 11, 1986
(Date)

Edgar Williams, Jr., P.E., President

CERTIFICATE OF Fort Wayne, Indiana Board of Public Works

I hereby certify that (I ~~am~~) (we are) the Directors of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, and that the Consultant or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any): _____

(I) (We) further certify that no employee, officer or agent or partner, or any member of their immediate families of the consultant is employed or retained either full or part-time, in any manner by the LPA except as here expressly stated (if any): _____.

I acknowledge that this certificate is to be furnished to the Indiana Department of Highways and FHWA, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

March 12, 1986
(Date)

David J. Kiester

Odette R. Simon

Lawrence D. Consalvos

CERTIFICATION

PARTICIPATION BY MINORITY CONSULTANTS

1. The CONSULTANT agrees to carry out his MBE policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a small business that is both owned and controlled by minorities or women. This means that minorities or women own at least fifty-one percent (51%) of the business and that they must control the management and daily operations of the business. Minorities include Blacks, Hispanics, American Indians-Alaskan Natives, and Asian Americans. Also included are members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended. For this purpose minorities are limited to persons who are citizens or lawful permanent residents of the United States. Status of MBE must be verified by the Indiana Department of Highways prior to approval.

2. The CONSULTANT must execute the following certification which will be deemed a part of this Agreement, to-wit:

(a) Do you intend to subcontract a portion of the work?

Yes_____ No___X_____

If answer to above is yes, you are required to take affirmative action to seek out and consider minority business enterprises as potential subcontractors prior to any subcontractual commitment.

(b) The contracts made with potential minority business enterprise subcontractors and the results thereof shall be documented and made available to the STATE and the FHWA when requested.

3. In those cases where negative certifications were submitted originally and later circumstances dictate subcontracting a portion of the Agreement work, the affirmative action contacts covered under Paragraph 2(b) of this certification shall be performed.

4. No subcontracting will be approved until the CONSULTANT demonstrates his compliance with Paragraphs 2(b) and 3 above. The CONSULTANT shall demonstrate his compliance by submitting Form MBE-2 with each request to subcontract. The CONSULTANT shall also submit additional documentation if requested to do so.

5. The CONSULTANT agrees to establish and conduct a program which will enable a minority business enterprise to be considered fairly as subcontractors under this Agreement. In this connection the CONSULTANT shall:

(a) Designate a liaison officer who will administer the CONSULTANT'S minority business enterprise program.

(b) Ensure that known minority business enterprises will have an equitable opportunity to compete for subcontractors, so as to facilitate the participation of minority business enterprises.

(c) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (2) awards to minority business enterprises on the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.

(d) Cooperate with the STATE in any studies and surveys of the CONSULTANT'S minority business enterprise procedures and practices that the STATE may from time to time conduct.

(e) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in Subparagraph 5(c) above, in such form and manner and at such times as the STATE may prescribe.

Clyde E. Williams & Associates, Inc.
(Company)

Edgar Williams, Jr., P.E.

President
(Title)

March 11, 1986
(Date)

(Form approved by the Attorney General)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF ~~MARION~~ ST. JOSEPH)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the face of the agreement.

Edgar Williams, Jr., P.E., President
(Print or type name)

Subscribed and sworn to before me this 11TH day of MARCH, 19 86.

Notary Public
EVA MARIE PELL

My Commission Expires: 9-30-88

COUNTY OF RESIDENCE:
ST JOSEPH

APPENDIX "A"

Services by CONSULTANT

A. The CONSULTANT shall prepare a Combined Location - Design Study Report; the report shall be developed in accordance with appropriate regulations and requirements as approved by the Federal Highway Administration, the geometric design standards and safety criteria adopted by the American Association of State Highway and Transportation Officials and approved by the Department of Transportation, and as outlined in Volume 7, Chapter 7, Section 5 of the Federal Aid Highway Program Manual. The report shall adequately locate and define the proposed project for the later preparation of construction plans; such location and definitions to be in sufficient detail so as to preclude the necessity of further study.

The CONSULTANT shall set up and hold meetings, when needed, in cooperation with the Local Public Agency, the Indiana Department of Highways, Planning Agencies or Commissions, and civic organizations to determine local feelings and to insure proper coordination with the local populace.

The Categorical Exclusion (National List) shall be in compliance with the requirements and procedures of the FHWA and the Indiana Department of Highways and shall be included in the Combined Location - Design Study Report.

B. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with recommended Illuminating Engineering Society-American National Standards Institute standards for such work. The design shall also be in accordance with the current applicable requirements of the Federal Highway Administration, Indiana Department of Highways and the City of Fort Wayne, except as modified by supplemental specifications and special provisions.

It is intended that final plans consist of aerial base sheets at a scale of 1" = 20' on which the roadway geometrics and the proposed lighting design are indicated. Where necessary, for purposes of improved legibility, the aerial background will be removed.

Following approval of the preliminary plans and notification from the Local Public Agency that Combined - Location Design Approval has been received, the CONSULTANT shall prepare contract plans, special provisions for the specifications, and final cost estimates for the construction of the roadway lighting project.

The details of the work shall be as follows:

1. For the portion of the project between Lake Avenue and Clinton Street the consultant shall:
    a. Field review the previous intersection lighting that was constructed
    b. Review and reuse as much as possible of the previous designs for the lighting that was completed
    c. Verify existing circuitry and evaluate its capacity to carry the additional loads caused by the proposed installation.
2. For the portion of U.S. 30 between Clinton Street and Goshen Avenue the consultant shall:
    a. Conduct a field investigation of the area to establish physical condition
    b. Design new roadway lighting for this segment
    c. Prepare plans, specifications and estimate for the entire project.

The cost estimate for construction shall be prepared according to the current practices of the Indiana Department of Highways and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Local Public Agency, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Highways.

The CONSULTANT shall attend such conferences with the officials of the Local Public Agency and other interested agencies as may be required in connection with the work and to make his services available to the Local Public Agency during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.

C. In fulfillment of this agreement the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Highways and Federal Highway Administration.

APPENDIX "B"

Information and Services to be furnished by Local Public Agency

The Local Public Agency shall furnish the CONSULTANT with the following:

(a) All written views pertinent to the location or environmental studies that are received by the Local Public Agency

(b) Conceptual Relocation Plan

(c) Traffic Assignments

(d) Transcript of the Combined Location-Design Public Hearing

(e) Biological Assessments

(f) Right-of-Way Acquisition Costs

(g) Pertinent data from the transportation planning process

(h) Archaeological reconnaissance and records check

(i) Ambient Noise

(j) Existing water quality data

(k) Suitable prints or copies of aerial photographs base maps, street maps, existing surveys, city benchmarks, street centerline data, existing and proposed street grades, cross sections, elevations and survey reference points as are available without additional field work on the part of the Local Public Agency

(l) Any other pertinent available information for the CONSULTANT'S use in the execution of the work under this Agreement

(m) Plans of Existing bridges at this location

(n) Aquatic Survey

(o) Criteria for design and details for highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.

(p) Specifications and such drawings of highway and bridge standards as are applicable to the project

(q) All legal services as may be required for the development of the project

(r) Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform work under the Agreement

APPENDIX "C"

Schedule

All work by the CONSULTANT under this agreement shall be completed and delivered to the STATE no later than 180 calendar days after notification to proceed from the Local Public Agency, exclusive of Local Public Agency's review time.

For the purpose of contract control the work will be submitted by the CONSULTANT to the Local Public Agency for review and approval within the following approximate time periods:

A. Combined Location - Design Study Report

1. Preliminary Draft at the time of submission of Preliminary Field Check Plans
2. Draft at time of submission of Combined Location - Design Hearing Plans
3. Final at time of submission of Preliminary Plans for final approval

B. Environmental Statement

1. Documentation of National List of Categorical Exclusions to be included in the Combined Location-Design Study Report.

C. Roadway Lighting Design

* 1. Preliminary Plan Details within 45 calendar days after receipt from the Local Public Agency of notice to proceed
2. Preliminary Field Check Plans within 60 calendar days after receipt from the Local Public Agency of notice to proceed
3. Final Field Check Plans within 60 calendar days after notification from the Local Public Agency of Location - Design approval

NOTE: Asterisk (*) indicates submission to Local Public Agency not required.

4. Right-of-Way Tracings within 20 calendar days after approval of Final Field Check Plans
5. Final Contract Plans for Preliminary Review within 30 calendar days after approval of Final Field Check Plans
6. Final Tracings within 20 calendar days after approval of preliminary review of the final plans

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed $44,325.00, unless a modification of the Agreement is approved in writing by the Local Public Agency and the Indiana Department of Highways.

2. The CONSULTANT will be paid for the work performed under this Agreement, excluding the roadway soil survey and the foundation borings for structures, on a lump sum basis in accordance with the following schedule:

a. Combined Location - Design Study and Report $ 825.00

b. Roadway Lighting Survey and Design $43,500.00

B. Method of Payment

1. The CONSULTANT shall submit invoices to the Local Public Agency, not more often than once per month during the progress of the work, for partial payment on account for the work completed to date. Such invoices shall represent the value, to the Local Public Agency, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

2. The Local Public Agency, for in consideration of the rendering of the engineering services provided for in Section E of Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above upon completion of the work thereunder and acceptance thereof by the Local Public Agency.

3. The Local Public Agency, for and in consideration of the rendering of the engineering services provided for in Section A, Section B and Section C, of Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

a. For the first fifty percent (50%) of completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the Local Public Agency, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to ninety percent (90%) of an amount arrived at by multiplying the percentage of the specified work performed by the fee heretobefore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

b. After fifty percent (50%) or more of the work is completed, and upon receipt of invoices from the CONSULTANT and the approval thereof by the Local Public Agency, payments covering work performed shall be due and payable to the CONSULTANT, such payments to be equal to ninety-five percent (95%) of an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial payments made to the CONSULTANT.

c. Upon approval by the Local Public Agency after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Sections B-4-a and B-4-b of this Appendix "D", shall be due and payable to the CONSULTANT.

4. In the event of a substantial change in the scope, character or complexity of work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 12 (changes in work), of the General Provisions, set out in the Agreement.

5. In the event the CONSULTANT, upon written order from the Local Public Agency, is required to perform extra work, not coming under the provisions of item 12 (changes in work) noted above, the CONSULTANT shall receive payment for such extra work on the following basis:

a. The time the CONSULTANT'S technical personnel, while working directly on the extra work, shall be paid for at the CONSULTANT'S actual payroll cost, plus negotiated fixed fee.

b. Plus CONSULTANT'S other direct out of pocket expenses incidental to such work and as approved by the Local Public Agency.

ROADWAY LIGHTING SURVEY AND DESIGN	MANHOURS REQUIRED												
CATEGORIES OF WORK	Principal	Project Manager	Engineer	Associate Engineer	Resident Project Representative	Technician	Party Chief	Draftsman	Reproduction or Stenographer	Associate Draftsman or Rodman			
Photogrammetry						100							
Survey (Aerial Photo Control)			8				40			40			
Plot, Check and Ink Plan Sheets								40	2				
Prepare Title Sheet			4					4					
Preliminary Design		4	226					192	6				
Draft Special Provisions			4						10				
Special Details and Tables			8						2				
Preliminary Office Review Plans to Utilities		4	8						8				
Coordination with Utilities			4						2				
Field Check, Conferences, Etc.		4	16						4				
Final Office Review and Plan Revisions		2	84					64	8				
Final Special Provisions			2						6				
Quantity Calculations			40										
Final Plans, Special Provisions and Estimate			16					8	8				
Agency Approvals and Follow-up		2	8						4				
NUMBER OF MANHOURS (TOTALS)		16	428			100	40	308	60	40			

MANHOUR TABULATION AND FEE SUMARY

ROADWAY LIGHTING SURVEY AND DESIGN

Job Classification	Hourly Rate	Number of Hours	Payroll Cost
1. PRINCIPAL			
2. PROJECT MANAGER	23.30	16	$ 372.80
3. ENGINEER	17.85	428	7,639.80
4. ASSOCIATE ENGINEER			
5. RESIDENT PROJECT REPRESENTATIVE			
6. TECHNICIAN	13.30	100	1,330.00
7. PARTY CHIEF	17.70	40	708.00
8. DRAFTSMAN	10.05	308	3,095.40
9. REPRODUCTION OR STENOGRAPHER	15.20	60	456.00
10. ASSOCIATE DRAFTSMAN OR RODMAN	6.95	40	278.00
		TOTAL PAYROLL COST	$13,880.00

FEE SUMMARY	
PAYROLL COST	$13,880.00
PAYROLL BURDEN & OVERHEAD (1.600)	22,208.00
TOTAL LABOR COST	36,088.00
FIXED FEE	5,413.20
EXPENSES	2,010.00
TOTAL FEE	$43,511.20

Use $43,500.00

LOCATION-DESIGN STUDY REPORT	MANHOURS REQUIRED												
CATEGORIES OF WORK	Principal	Project Manager	Engineer	Associate Engineer	Resident Project Representative	Environmental Analyst	Party Chief	Draftsman	Reproduction or Stenographer	Associate Draftsman or Rodman			
Draft Location-Design Study Report		1				6		3	4				
Final Location-Design Study Report		1				2		1	2				
NUMBER OF MANHOLES (TOTALS)		2				8		4	6				

MANHOUR TABULATION AND FEE SUMMARY

LOCATION-DESIGN STUDY REPORT

Job Classification	Hourly Rate	Number of Hours	Payroll Cost
1. PRINCIPAL			
2. PROJECT MANAGER	23.30	2	$ 46.60
3. ENGINEER			
4. ASSOCIATE ENGINEER			
5. RESIDENT PROJECT REPRESENTATIVE			
6. ENVIRONMENTAL ANALYST	17.85	8	142.80
7. PARTY CHIEF			
8. DRAFTSMAN	10.05	4	40.20
9. REPRODUCTION OR STENOGRAPHER	7.60	6	45.60
10. ASSOCIATE DRAFTSMAN OR RODMAN			
TOTAL PAYROLL COST			$ 275.20

FEE SUMMARY	
PAYROLL COST	$ 275.20
PAYROLL BURDEN & OVERHEAD (1.600)	440.32
TOTAL LABOR COST	715.52
FIXED FEE	107.33
EXPENSES	-0-
TOTAL FEE	$ 822.85

SURVEY AND DESIGN EXPENSE

SURVEY EXPENSE

Crew	- 2 men for 1 week 400 miles per week		
Meals	- 2 men x 5 days x 1 week x $15.00	= $150.00	
Lodging	- 2 men x 4 nights x 1 week x $30.00	= 240.00	
Travel	- 1 week x 400 miles/week x $0.20	= 80.00	
	Total Survey Expense		$ 470.00

DESIGN EXPENSE

2 men for 3 trips	- 2 days per trip 300 miles per trip		
Meals	- 2 men x 2 days x 3 trips x $15.00	= $180.00	
Lodging	- 2 men x 1 night x 3 trips x $30.00	= 180.00	
Travel	- 3 trips x 300 miles/trip x $0.20	= 180.00	
	Total Design Expense		$ 540.00
	Total Survey and Design Expense		$1,010.00

AERIAL PHOTOGRAPHY

Airplane Rental	$1,000.00
TOTAL EXPENSE	$2,010.00

WATER MAIN IMPROVEMENT RESOLUTION

96-24-13
3/12/86

No. 1033 - 19 86

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along **a portion of Fairfax Second Addition.**

ON MCKINNIE AVENUE FROM WAYNE TRACE TO BUETER ROAD; ALSO, ON SENATE AVENUE FROM WAYNE TRACE TO HOLLY AVENUE.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 12th day of March, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester

DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

ATTEST:

Helen V. Gochenour

HELEN V. GOCHENOUR, CLERK

COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

Lawrence D. Consalvos

LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

AZ 76-24-12
3/12/86

2 3

12

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO. 6038-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by replacing curbs and sidewalks on:

HANNA STREET FROM BUCHANAN TO TABER - BASE BID

This area also known as HANNA-CREIGHTON'86

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% BY COMMUNITY DEVELOPMENT & PLANNING DEPT.

Adopted, this 12th day of March, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kent

Cletus R. Sinks

Laurence D. Conklin

ATTEST: Helen D. Hochstetler
Secretary and Clerk

HI 76-24-11

3/12/86

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO. 6037-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by replacing curbs and sidewalks on:

1) ALEXANDER STREET FROM COLERICK TO OXFORD - BASE BID

2) ABBOTT STREET FROM 3000 BLOCK TO OXFORD (SPOT SIDEWALK REPLACEMENT) - ALTERNATE I

This area also known as PONTIAC PLACE'86

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% BY COMMUNITY DEVELOPMENT & PLANNING DEPT.

Adopted, this 12th day of March, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kuit

Cosette R. Smith

Laurence D. Conrad

ATTEST: Helen V. Gochenour
Secretary and Clerk

76-19-17
2/28/86

AGREEMENT

for

SEWER EXTENSION

THIS AGREEMENT, made in triplicate, this 19th day of February, 1986, by and between GARY H. HILGEMAN, PAMELA E. HILGEMAN and BETTIE J. HILGEMAN, hereinafter referred to as "OWNERS" and the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works & Safety hereinafter referred to as "CITY", WITNESSETH, THAT:

WHEREAS, the "OWNERS" desire to construct a local sanitary sewer described as follows: Beginning at a new drop man hole (manhole #1) to be constructed at the intersection of an existing 10 inch (North-South) sanitary sewer and the beginning of a new 8 inch sanitary sewer herein described, said drop manhole being located 484 feet East of Hadley Road and 7 feet South of the South right-of-way line of Lincoln Parkway: thence West, parallel and 7 feet South of said South right-of-way line, a distance of 350 feet to a new clean out manhole (manhole #2), being also the West terminus of the new 8 inch sanitary sewer herein described all within the 14 foot permanent easement granted by "OWNERS" to the CITY OF FORT WAYNE, executed February 6, 1986, in accordance with plans, specifications, and profiles heretofore submitted to and approved by "CITY" and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as Lincoln Parkway ~~& Hadley Rd. Sewer~~ as drawn by David Anderson under their Commission Number 17718 dated January, 198~~8~~ 78, which plans, specifications, profiles are by

reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNERS" have an interest, but also an adjoining land areas, and;

WHEREAS, the cost of construction of said sewer is represented to be $ 7506.00 composed of $6,000.00 for construction costs, $800.00 for engineering services, $450.00 for legal fees and $ 256.00 for City Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNERS" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval.

All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY" and all further maintenance thereafter shall be borne by "CITY".

2. COST OF CONSTRUCTION

"OWNERS" agree to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and, to hold "CITY" harmless from any liability for claims connected herewith.

3. AREA OF "OWNERS"

Said sewer when accepted by the "CITY" will serve the following described real estate:

PARCEL "B"

(owned by Gary H. Hilgeman and Pamela E. Hilgeman)

Part of the Northeast Quarter of Section 1, Township 30 North, Range 30 East, Allen County, Indiana, more particularly described as follows, to wit:

Commencing at the North Quarter corner of said Section 1; thence S 00° -00' W, on and along the West line of said Northeast Quarter, being within the right-of-way of Hadley Road, a distance of 938.87 feet to the point of intersection of said West line with the Westerly projection of the South right-of-way line of Lincoln Parkway as dedicated in Document No. 73-30298 in the Office of the Recorder of Allen County, Indiana; thence N 90°-00' E, on and along said Westerly projection and the South right-of-way line, a distance of 179.81 feet to the true point of beginning of the herein described parcel; thence N 90°-00' E, on and along said South right-of-way line, a distance of 170.46 feet; thence S 00°-00' W and parallel to said West line, a distance of 326.33 feet; thence S 90°-00' W and parallel to said South right-of-way line, a distance of 170.46 feet; thence N 00°-00' E and parallel to said West line, a distance of 326.33 feet to the true point of beginning, containing 1.277 acres of land, subject to all easements of record.

PARCEL "C"

(owned by Bettie J. Hilgeman)

Part of the Northeast Quarter of Section 1, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows, to wit:

Commencing at the North Quarter corner of said Section 1; thence S 00°-00' W, on and along the West line of said Northeast Quarter, being within the right-of-way of Hadley Road, a distance of 938.87 feet to the point of intersection of said West line with the Westerly projection of the South right-of-way line of Lincoln Parkway as dedicated in Document No. 73-30298 in the Office of the Recorder of Allen County, Indiana; thence N 90°-00' E, on and along said Westerly projection and said South right-of-way line, a distance of 350.27 feet to the true point of beginning of the herein described parcel; thence N 90°-00' E, on and along said South right-of-way line, a distance of 178.58 feet; thence S 02°-54' W, a distance of 326.75 feet; thence S 90°-00' W and parallel to said South right-of-way line, a distance of 162.05 feet; thence N 00°-00' E and parallel to said West line, a distance of 326.33 feet to the true point of beginning, containing 1.276 acres of land, subject to all easements of record.

As "OWNERS" will pay for the cost of construction of said sewer as it pertains to the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE (Oversizing, etc., cost of existing sewage works).

An area connection charge of $ 700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as Junk Ditch Service Area.

Resolution # 74-2206

5. BOND

This contract is subject to "OWNERS" and/or their contractor furnishing a satisfactory Maintenance Bond for 25% the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNERS" for themselves, their successors in title and assigns, waive and release any and all rights which they may not or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by them as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In future consideration and to induce "CITY" to execute and ratify this contract, said "OWNERS", for themselves, their successors and assigns, agree by this contract, to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein.

"OWNERS" further agree that any deeds, contracts, or other instruments of conveyance made by "OWNERS", their successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from"OWNERS", their successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreementand shall constitute an acceptance of the foregoing provision by said grantee, vendee, or contract purchaser and their successors in title.

"OWNERS" further agree to record an executed copy of this contract in the Allen County Recorder's Office with ten (10) days of its adoption and approval by the Board of Public Works & Safety of the City of Fort Wayne as hereinafter provided.

And owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his/her, their or its right to remonstrate against or otherwise object to, interfere

with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"OWNERS"

Gary H. Hilgeman

Pamela E. Hilgeman

Bettie J. Hilgeman

"CITY"

Win Moses, Jr., Mayor

Board of Public Works & Safety

David J. Kiester, Director of Public Works

Cosette R. Simon, Director of Administration & Finance

Lawrence D.Consalvos, Director of Public Safety

ATTEST:

Helen Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally acknowledged GARY H. HILGEMAN, PAMELA E. HILGEMAN and BETTIE J. HILGEMAN who acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of February, 1986.

My Commission Expires:

5-17-89

Notary Public
Resident of Allen County

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Win Moses, Jr., Mayor, David J. Kiester, Cosette R. Simon, and Lawrence D. Consalvos, as the Board of Public Works & Safety of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of February, 1986.

Luigina Settimi
LUIGINA SETTIMI

My Commission Expires:

3-1-88

Notary Public
Resident of Allen County

This instrument prepared by Gary D. Lebrato, Attorney at Law, 1014 Webster, Fort Wayne, Indiana 46802, 6429 Bluffton Road., Fort Wayne, Indiana 46819.

HI 76-19-15
2/26/86

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO.6041-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Curbs & Sidewalks on:

WARSAW STREET FROM BOLTZ TO DALMAN (BASE BID)

MONROE STREET FROM BOLTZ TO DALMAN (ALTERNATE I)

DALMAN AVE. FROM WARSAW TO HANNA (ALTERNATE II)

THIS AREA ALSO KNOWN AS OXFORD NPI'86.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% BY COMMUNITY DEVELOPMENT & PLANNING DEPT.

Adopted, this 26th day of February, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiel

Rosetta R. Tinker

ATTEST: Helen L. Gochenour
Secretary and Clerk

HI 76-19-14
2/26/86

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

NO. 6039-86

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Curbs, Sidewalks, Drive Approaches and Street Lighting on:

HOAGLAND AVE. FROM WILLIAMS STREET TO CREIGHTON AVE.

THIS AREA ALSO KNOWN AS HOAGLAND/MASTERSON NPI'86.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% BY COMMUNITY PLANNING & DEVELOPMENT DEPT.

Adopted, this 26th day of February, 1986.

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiel

Rosetta R. Ross

ATTEST: Helen M. Hochhausen
Secretary and Clerk

HI

Bill No. G-85-12-11

RESOLUTION 76-18-6

WHEREAS, ST. JOHN BAPTIST CATHOLIC CHURCH has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public street situated in Fort Wayne, Allen County, to-wit:

> Commencing at the west curb line of Fairfield Avenue (Northwest corner of Fairfield Avenue and Pasadena Drive) and proceeding west across said curb and further west an additional 134 feet to the intersection of the east right-of-way line of the existing north-south alley; thence South 50 feet; thence east 134 feet and further east through curb line to the west curb line of Fairfield Avenue (the southwest corner of Fairfield Avenue and Pasadena Drive); thence north 50 feet to the point of beginning,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of portion of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said portion of public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said portion of public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, DAVID J. KIESTER, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held Wednesday, February 26, 1986 and as same appears of record in the official records of the Board of Public Works.

DATED THIS 26th DAY OF February, 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

Resolution
Bill No. G-85-12-11

Page two

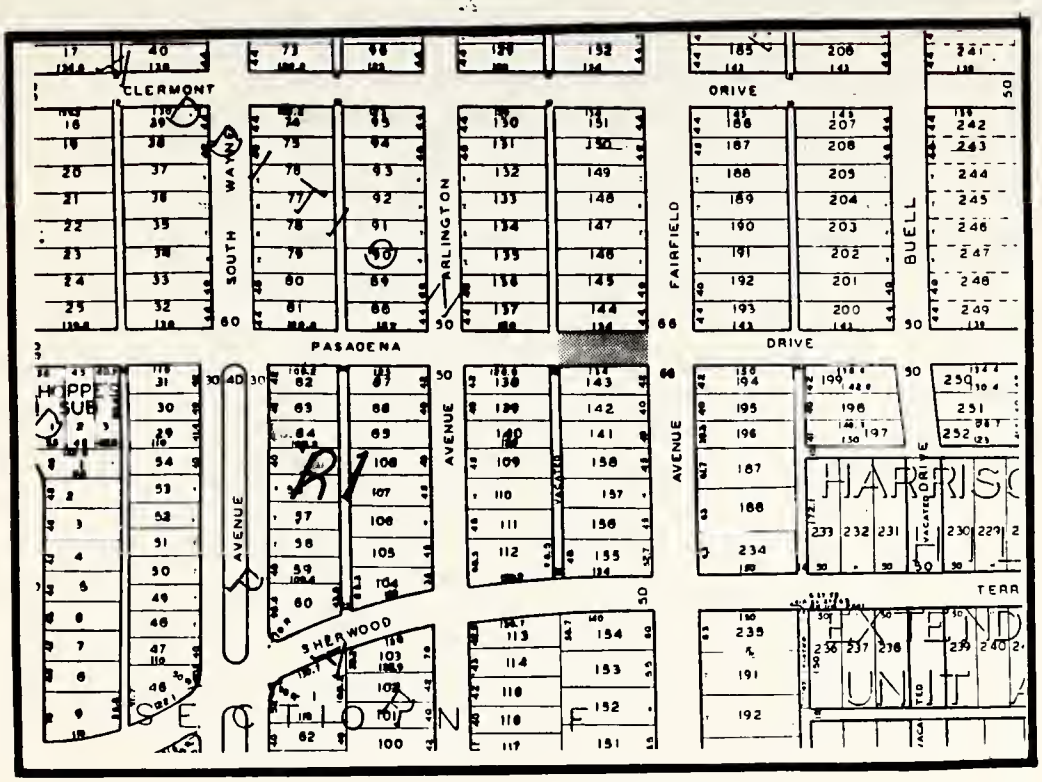
Lawrence D. Consalvos
Director of Public Safety

VACATION PETITION #172

A PETITION TO VACATE THE DESCRIBED PORTION OF PUBLIC STREET.

MAP NO. L-15

COUNCILMANIC DISTRICT NO. 5



Zoning:

R1 RESIDENTIAL DISTRICT

Land Use:

NORTH

Scale: 1"= 200'

Date: 11-21-85

this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

Vacation of a portion of Pasadena Drive

Engineering Comments:

1. Park Board - Ok to vacate

2. Water Engineering - Ok to vacate

3. Traffic Engineering - Not approved (See Attached) Underground fire alarm cable on the south side of Pasadena would be affected.

4. Citizens Cable - Yes, we do require an easemnt for existing facilities.

5. GTE - Yes we do require an easement for existing facilities.

   Remarks: GTE has a 4 multiple tile conduit system on Pasadena with three (3) cables.

6. NIPSCO - Yes we do require an easement for existing facilities.

   Remarks: There is an existing 4" cl which will be repleaced in the future.

7. I&M - Yes we do require an easement for existing facilities.

   Remarks: The north 14' will be required.

building permit is received by the Grantor and construction is commenced by the Grantor within ninety (90) days thereafter, then this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

1 123

27

Memorandum

To David Kiester, Chairman - Board of Works Date 10/11/85

From Walt Stout - Traffic Engineering

Subject Request For Vacation of Pasadena Drive

COPIES TO:
Carl O'Neal
Max VanCamp
file (2) ✓
WS

Please be advised our office has completed a traffic study regarding the request to vacate a portion of Pasadena Drive from Fairfield Avenue to the first alley west. The factual data obtained in the study indicates there are 705 vehicles travelling both east and westbound on Pasadena Drive between Fairfield Avenue and Arlington Avenue and 631 vehicles both east and westbound on Pasadena Drive between Arlington Avenue and South Wayne Avenue (see copy of traffic count summary attached). The accident experience at the intersection of Fairfield Avenue and Pasadena Drive indicates there have been six accidents in the past five years: four of a right angle nature, one rear end collision, and one accident involving a parked vehicle.

This is a major school crossing controlled by an adult crossing guard. Pasadena Drive between Fairfield Avenue and Arlington Avenue has been approved by the Board of Public Safety as a "Play Street" during certain a.m. and p.m. hours as requested by Mrs. Terry Taulbe Principal of St. John Baptist Catholic Church and School. Barricades are placed at each end of Fairfield Avenue on school days to allow unobstructed use of Pasadena Drive for recreation purposes. This has been a policy for the past several years to allow the street to be blocked. In summary, it is our suggestion that the following comments be considered to justify the vacation of the street:

1) Neighborhood association endorsement would be important
2) The north/south alley between Pasadena Drive and Clermont Drive could become a very heavily used alley by those persons other than residents
3) The existing traffic volumes are considerably higher than the average residential street of a similar nature. This means the re-directing of the adjacent streets of Sherwood Terrace and Clermont Drive
4) Possible increase of emergency vehicle response time
5) Inconvenience to surrounding residents regarding increased length of trip (3 blocks to go 1)
6) Possible increase in congestion and/or delay and also accident experience at the intersection of Sherwood Terrace and Fairfield Avenue, and Clermont Drive and Fairfield Avenue.

building permit is received by the Grantor and construction is commenced by the Grantor within ninety (90) days thereafter, then this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

Memorandum

To David Kiester, Chairman - Board of Works Date 10/11/85

From Walt Stout - Traffic Engineering

Subject Request For Vacation of Pasadena Drive

COPIES TO:

If you have any questions regarding this situation, please feel free to contact me.

Walt

Walt Stout

WS/kas

building permit is received by the Grantor and construction is commenced by the Grantor within ninety (90) days thereafter, then this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

FORT WAYNE TRAFFIC ENGINEERING DEPARTMENT
TRAFFICOUNTER
SUMMARY

Counter No. _____

Location 1. PASADENA BETWEEN FAIRFIELD & ARLINGTON
2. PASADENA BETWEEN ARLINGTON & S. WAYNE Month of Oct 10 1985

REMARKS:

Day	THUR. & FRI				
Date	10-10 &	10-11-85			
Weather					
Hour	LOC. 1	LOC. 2	A. M.		
12 - 1	3	4			
1 - 2	1	0			
2 - 3	0	0			
3 - 4	1	1			
4 - 5	0	1			
5 - 6	6	7			
6 - 7	18	16			
7 - 8	66	59			
8 - 9	69	75			
9 - 10	21	14			
10 - 11	21	18			
11 - 12	38	38			
			P. M.		
12 - 1	30	26			
1 - 2	16	25			
2 - 3	34	39			
3 - 4	61	70			
4 - 5	58	52			
5 - 6	40	51			
6 - 7	35	31			
7 - 8	116	42			
8 - 9	27	19			
9 - 10	27	26			
10 - 11	13	12			
11 - 12	4	5			
Total	705	631			

building permit is received by the Grantor and construction is commenced by the Grantor within ninety (90) days thereafter, then this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

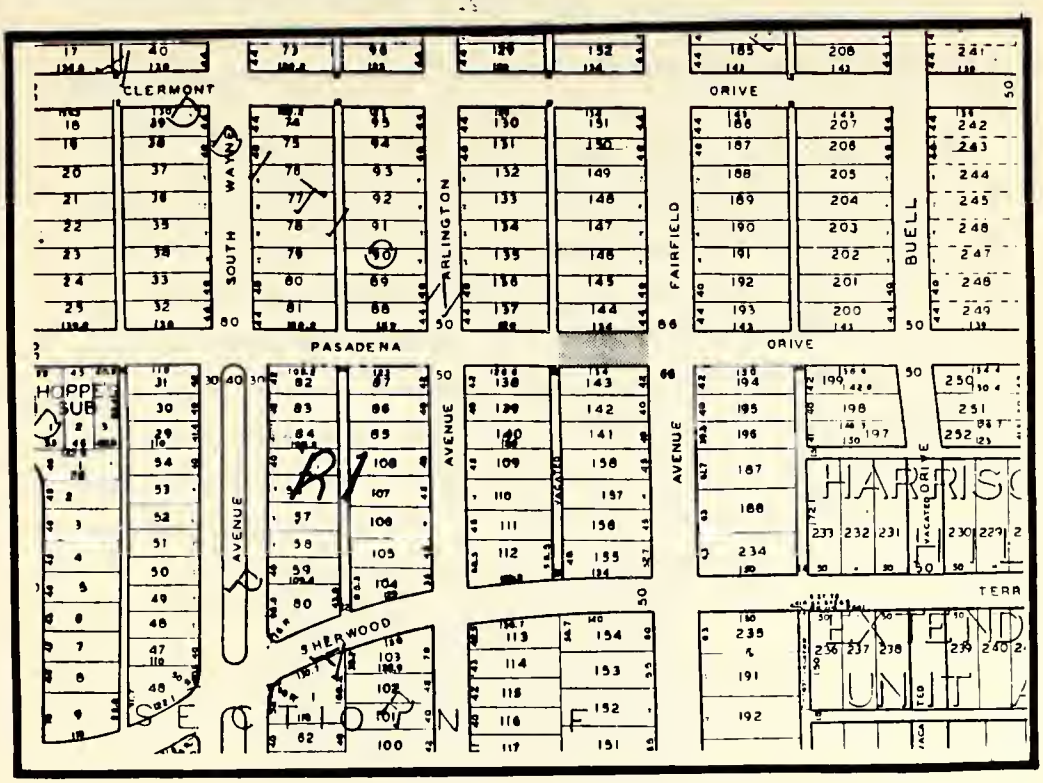
VACATION PETITION

#172

A PETITION TO VACATE THE DESCRIBED PORTION OF PUBLIC STREET.

MAP NO. L-15

COUNCILMANIC DISTRICT NO. 5



Zoning:

R1 RESIDENTIAL DISTRICT

Land Use:

NORTH

Scale: 1"=200'

Date: 11-21-85

building permit is received by the Grantor and construction is commenced by the Grantor within ninety (90) days thereafter, then this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

GRANT OF EASEMENT

WHEREAS, St. John's The Baptist Church, of Fort Wayne, Indiana ("Grantor") has petitioned the City Plan Commission of the City of Fort Wayne, Indiana for vacation of a portion of Pasadena Drive, Fort Wayne, Indiana;

WHEREAS, the Plan Commission has recommended a "do pass" with respect to said Petition to Vacate, subject to certain conditions;

WHEREAS, it is the desire of the Grantor to meet the conditions as required by the Plan Commission.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, St. John's The Baptist Church, of Fort Wayne, Indiana ("Grantor") does hereby grant and convey unto the City of Fort Wayne, Indiana ("Grantee") a public access easement upon, across, through, under, over and above the following described real estate located within Allen County, Indiana, to-wit:

Commencing at the west curb line of Fairfield Avenue (northwest corner of Fairfield Avenue and Pasadena Drive) and proceeding west across said curb and further west an additional 134 feet to the intersection of the east right-of-way line of the existing north-south alley; thence south 50 feet; thence east 134 feet and further east through the curb line to the west curb line of Fairfield Avenue (the southwest corner of Fairfield Avenue and Pasadena Drive); thence north 50 feet to the point of beginning;

This easement herein granted shall remain in full force and effect until that point in time that a building permit is issued to the Grantor, and should no construction occur within ninety (90) days from the issuance of said building permit, then the easement, as herein granted, will continue. In the event a building permit is received by the Grantor and construction is commenced by the Grantor within ninety (90) days thereafter, then this easement shall be rendered null and void and shall automatically extinguish. During that period that this easement is in full force and effect, the Grantee, City of Fort Wayne, shall maintain the property subject to the easement.

As long as this easement remains in full force and effect, the Grantor shall not engage in any activity, unless otherwise approved by the City of Fort Wayne, that would in any fashion diminish or limit the public access easement as herein granted. If it becomes necessary for the City of Fort Wayne to institute a lawsuit to enforce the terms and conditions hereof, the Grantor agrees that damages are insufficient and agrees that the City has the right to injunctive relief, along with reasonable attorney's fees.

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed this 5th day of February, 1986.

ST. JOHN'S THE BAPTIST CHURCH

BY: James J. Wolf
Father James J. Wolf, Pastor

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Father James J. Wolf, and acknowledge the execution of the above and foregoing to be his voluntary act and deed.

WITNESS my hand and official Notarial Seal this 5th day of Feb., 1986.

Cynthia A. Cook
Notary Public

My Commission Expires:

1-24-87

My County of Residence:

Allen

This instrument prepared by Dennis J. Grotrian, Attorney at Law, Suite 200, Metro Building, Fort Wayne, Indiana, 46802.

76-15-24
2/12/86

CITY UTILITIES
CONTRACT FOR SPECIAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into between CITY UTILITIES of Fort Wayne, Indiana, acting through and by its BOARD OF PUBLIC WORKS AND SAFETY, hereinafter called "UTILITY" and JAMES E. SCOTT, an individual, residing in the City of Fort Wayne, Indiana, hereinafter called "CONSULTANT":

W I T N E S S E T H:

The UTILITY requires specialized consultant services related to the following matters:

1. Continued advice as to upgrading and enhancement of the computerized billing system, and assistance in the design, development, testing and implementation of specific computer programs; and

2. Assistance in the addition of control records to the CIS Masterfile, creation of write-off account history and assistance in the implementation of rate tables, as required.

CONSULTANT represents that he is familiar with and capable of performing the services required by the UTILITY.

CONSULTANT shall report to, and be assigned work by the Director of Operations of the UTILITY, or her designee. In the absence of any other designation, the Manager of the Data Processing Department is designated.

CONSULTANT shall not be deemed to be an employee of the UTILITY and in that regard, CONSULTANT shall be responsible for any and all taxes of any kind or character with respect to compensation paid to him or others claiming through him hereunder. In addition, CONSULTANT shall indemnify and hold harmless the City from and against any and all liability of any kind or character that results from performance of his duties hereunder.

THEREFORE, the parties agree that in consideration of the sum of Thirty Dollars ($30.00) per hour of consultant time devoted to providing such services, payable monthly in such amount as is submitted and documented as hereinafter provided, upon presentation of a claim therefore, the UTILITY engages CONSULTANT to perform the required services, and the CONSULTANT agrees to adequately perform the required services. All programs, memoranda and working papers shall be the property of the UTILITY.

FURTHER, the parties agree, that from time to time, the CONSULTANT may, subject to the execution of an additional contract therefore, provide other related services. It is

intended that this contract covers the type and extent of services performed heretofore at the hourly rate of Thirty Dollars ($30.00), and shall not subject CONSULTANT to extensive file maintenance or correspondence, research or specialized program development.

Not more often than monthly, the CONSULTANT shall submit to Director of Operations of said UTILITY, a voucher, an original and one copy, together with a Certification of Claim, in duplicate original, in such amount as is calculated by multiplying the devoted hours during the period covered by said voucher, by the hourly rate hereinabove established.

In no event, however, shall the compensation payable under this Agreement exceed the sum of Fifteen Thousand Dollars ($15,000.00)

It is anticipated that the CONSULTANT shall be otherwise employed and/or have other clients; nothing herein shall prevent or prohibit the CONSULTANT from assigning the benefits hereunder, but the CONSULTANT shall not delegate any work required hereunder without the prior written consent of the UTILITY, (executed on behalf of said UTILITY by the Director of Operations thereof).

This Agreement may be terminated, at any time, by the UTILITY, without cause (intending by this clause to allow the UTILITY to terminate by written notice to the CONSULTANT and payment by said UTILITY of all claims for services performed, or for work in progress as of the date of termination) and upon said termination, neither party shall have any further responsibility or obligation hereunder.

EXECUTED AND DATED this 12th day of February, 1986.

CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, by its BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester

DAVID J. KIESTER
Director of Public Works

Cosette R. Simon

COSETTE R. SIMON
Director of Finance & Admin.

LAWRENCE D. CONSALVOS
Director of Public Safety

James E. Scott

JAMES E. SCOTT
Consultant

76-14-11
2/12/86

HI

RESOLUTION 420-1986
"Miami Village Storm Sewer Separation"

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana, that:

The construction of a local sewer, intended and adapted only for use by the property holders, whose property abuts thereon, and not intended or adapted for receiving sewage from collateral drains, be and the same is hereby ordered in and along the following described centerline:

Main Line: Beginning at a proposed manhole located 15± LF West of the centerline intersection of Cheyenne Drive and Miami Street; thence East a distance of 760± LF; thence South along and parallel with the West right-of-way line of Brooklyn Avenue, a distance of 780± LF; thence Southeasterly a distance of 130± LF terminating at a point on the West bank of St. Mary's River.

Lateral 1: Beginning at a proposed inlet located 155± LF North of the centerline intersection of Apache and Navajo courts; thence North a distance of 250± LF terminating at a proposed inlet located 155± LF North of the centerline intersection of Cheyenne Drive and Navajo Court.

Lateral 2: Beginning at a proposed inlet located 105± LF North of the centerline intersection of Apache and Kickapoo Courts; thence North a distance of 155± LF terminating at a proposed inlet located 35± LF North of the centerline intersection of Cheyenne Drive and Kickapoo Court.

Lateral 3: Beginning at a proposed inlet located 20± LF North of the centerline intersection of Apache and Iroquois Courts; thence North a distance of 330± LF terminating at a proposed inlet located 160± LF North of the centerline intersection of Cheyenne Drive and Iroquois Court.

Lateral 4: Beginning at a proposed inlet located 130± LF West of the centerline intersection of Apache and Iroquois Courts; thence West a distance of 125± LF; thence North a distance of 420± LF terminating at a proposedinlet located 250± LF North of the centerline intersection of Cheyenne Drive and Miami Street.

Said sewer shall be 12", 15", 18", 21", 24" and 30" in diameter.

Said Public Improvement project shall be with all appurtenances constructed in accordance with the terms and conditions of the Resolution aforementioned and the Plans, Profiles, Special Details, Special Provisions and Specifications now on file in the Office of the Board of Public Works & Safety of said City.

IT IS HEREBY FOUND by the Board of Public Works & Safety of the City of Fort Wayne that the cost of said improvement shall be paid by the Housing Authority of the City of Fort Wayne, Indiana, out of monies from the Federal Comprehensive Improvement Assistance Program.

ADOPTED this 12th day of February, 1986.

Board of Public Works & Safety

By David J. Kiester
David J. Kiester, Director

By Cosette R. Simon
Cosette R. Simon, Director

By_____
Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

Bill NO. G-86-01-28

H-1

RESOLUTION 76-11-4

WHEREAS, FORT WAYNE ANODIZING has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public alley situated in Fort Wayne, Allen County, to-wit:

Part of an alley extending Northeasterly from Wayne Trace and approximately 133 feet, more or less, Northwest of Roy Street, more particularly described as follows:

Beginning at a point on the Northeast right-of-way of Wayne Trace said point being located 145 feet Northwest of the Northwest right-of-way of Roy Street with its intersection with Wayne Trace; thence Northeast along and parallel to the Southeast line of Lot #3 in Didrick's Addition a distance of 190 feet to the Southeast corner of said Lot #3; thence southeast and parallel to the Norhteast line of said Lot #3 a distance of 12 feet to a point located on the Northwest line of Lot #8 in said addition; thence southwest along and parallel to the Northwest lot lines of Lots 4, 5, 6, 7 and 8 in said addition a distance of 190 feet to its intersection with the Northeast right-of-way of Wayne Trace; thence Northwest along the Northeast right-of-way of Wayne Trace a distance of 12 feet to the point of beginning, containing 0.083 acres, more or less.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of portion of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said portion of public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said portion of public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, David J. Kuster, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held February 5, 1986 and as same appears of record in the official records of the Board of Public Works.

Resolution
Bill No. G-86-01-28

Page two

DATED THIS 5th DAY OF February 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

Lawrence D. Consalvos
Director of Public Safety

ENGINEERING COMMENTS: Alley Vacation Bill No. G-86-01-28

First alley West of Roy Street

1. Traffic Engineering - No objection at this time.
2. Park Board - Ok to vacate
3. Water Engineering - No objection - no water lines affected.
4. I&M - Yes, we do require an easement for existing facilities.
5. GTE - Yes, we do require an easement for existing facilities.
6. Citizen's Cable - Yes, we do require an easement for existing facilities.
7. NIPSCO - Yes, we do require an easement for existing facilities.

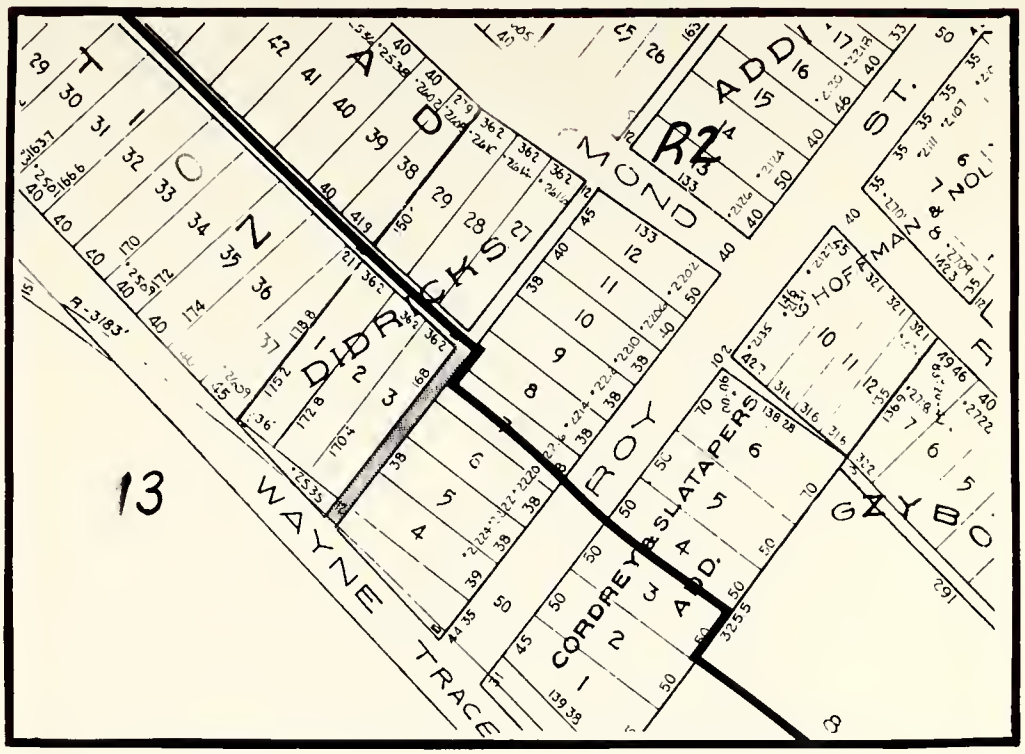
Remarks: Building being constructed over alley - however, some extension into alley will be required.

VACATION PETITION #175

A PETITION TO VACATE THE DESCRIBED PORTION OF PUBLIC ALLEY.

MAP NO. Q-3

COUNCILMANIC DISTRICT NO. 1



Zoning:

R2 RESIDENTIAL DISTRICT

M3 HEAVY INDUSTRY

Land Use:

NORTH

Scale: 1"=100'

19

Date: 1-6-86

HI

BILL NO. G-86-01-25

RESOLUTION 76-11-2

WHEREAS, THOMAS G. BASTRESS has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following dedicated utility easement situated in Fort Wayne, Allen County, to-wit:

> Beginning at the northeast corner of Block "A" in Enterprise Center, Section I (recorded in Plat Book 32, pages 69 and 70 in the Allen County Recorder's Office); thence west along the south right-of-way line of Collins Road a distance of 14 feet; thence south by a deflection of 90 degrees left a distance of 211 feet; thence West by a deflection of 90 degrees right a distance of 36 feet; thence South by a deflection of 90 degrees left a distance of 7 feet; thence East by a deflection of 90 degrees left a distance of 50 feet to the east line of said Block "A"; thence North by a deflection of 90 degrees left along said east line a distance of 218 feet to the point of beginning.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of a dedicated utility easement has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said dedicated utility easement hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said dedicated utility easement hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, David J. Kiester, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held February 5, 1986 and as same appears of record in the official records of the Board of Public Works.

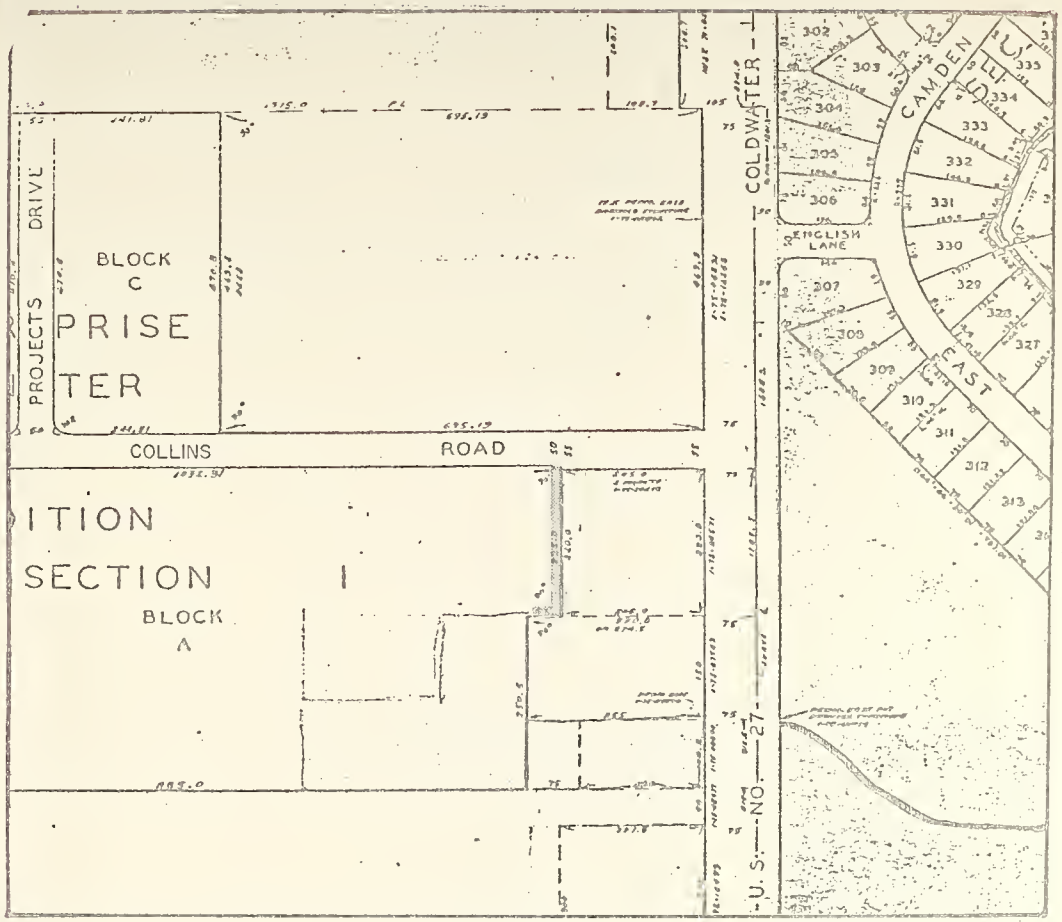
DATED THIS 5th DAY OF February 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

Lawrence D. Consalvos
Director of Public Safety



☐ A PETITION TO VACATE THE DESCRIBED PORTION OF UTILITY EASEMENT.

Petition #045

MAP NO. M-30

6-86-01-25

N

VACATION: Existing 14' wide utility easement 7' of an existing utility easement in Enterprise Center Addition, Section I, Block A.

ENGINEERING REMARKS:

1. Street Engineering

   No problems.

2. Street Light Engineering

   Approved.

3. Traffic Engineering

   We have no objection at this time.

4. Park Board

   Ok to vacate.

5. Water Pollution Control Engineering

   City of Fort Wayne does not maintain any sewers within the proposed vacation. Therefore, this department approves this proposal.

RE: Vacation of the North 7' of a 14' easement in Enterprise Center, Section A, Block A.

1. GT&E

   Yes, we do require an easement for existing facilities.

2. Cox Cable

   No, we do not require an easement.

3. I&M

   No, we do not require an easement.

4. NIPSCO

   No, we do not require an easement.

RE: Vacation of a 14' easement in Enterprise Center, Section A, Block A.

1. GT&E

   No, we do not require an easement.

2. Cox Cable

   No, we do not require an easement.

3. I&M

4. NIPSCO

No, we do not require an easement.

HI

Bill NO. G-86-01-26

RESOLUTION 76-11-3

WHEREAS, INTERSTATE INDUSTRIAL PARKS, INC. AND MAGNAVOX GOVERNMENT AND INDUSTRIAL ELECTRONICS COMPANY have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following railroad spur easement situated in Fort Wayne, Allen County, to-wit:

> The East 40.0 feet of the West 550.0 feet of that portion of Section I, Interstate Industrial Park, which lies East of East right-of-way line of Investment Drive and the northerly prolongation of that right-of-way line,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of railroad spur easement has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said railroad spur easement hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said railroad spur easement hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said railroad spur easement or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, David J. Kiester, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held February 5, 1986 and as same appears of record in the official records of the Board of Public Works.

DATED THIS 5th DAY OF February 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

Resolution
Bill No. G-86-01-26

Page two

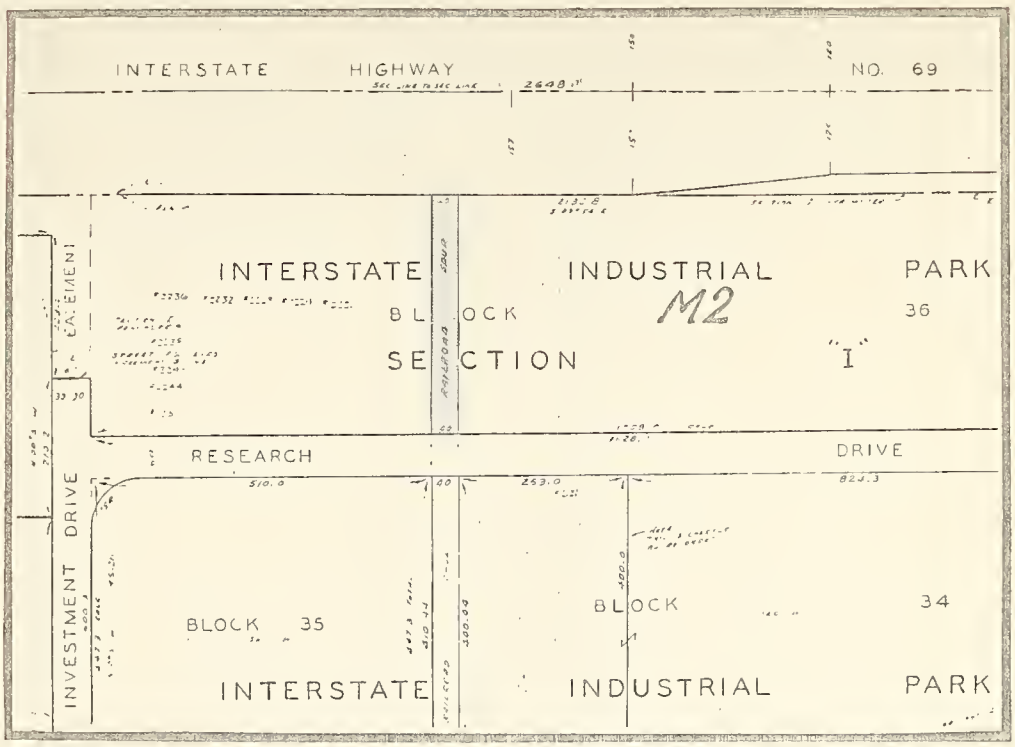
Lawrence D. Consalvos
Director of Public Safety

VACATION PETITION #179

A PETITION TO VACATE THE DESCRIBED PORTION OF RAILROAD SPUR.

MAP NO. J-34

COUNCILMANIC DISTRICT NO. 3



Zoning:

Land Use:

M2 GENERAL INDUSTRY

C-86-01-26

NORTH

HI 76-7-11
1/22/86

AGREEMENT

THIS **AGREEMENT** made in triplicate this 22 day of January, 1986, by and between Spears-Dehner, Inc., hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, hereinafter referred to as "CITY", WITNESSETH THAT:

WHEREAS, the City through its Board of Public Works & Safety did adopt Sewer Improvement Resolution 406-1984 entitled "Lincolndale Addition Santiary Sewer" on 21 November 1984, and,

WHEREAS, it was determined that the Owner was the legal property owner of Lot 117 in Lincolndale Amended Addition as recorded in Plat book 22, Page 7, that is presently served by an exisitng 15" sanitary sewer. However, the North 200 feet of said Lot 117 was affected under said improvement Resolution 406-1984 and therefore, subject to a full Barrett Law Assessment under Indiana State Code:

NOW, THEREFORE, IT IS AGREED:

1. The Owner shall donate a permanent easement to the City across the West boundary line of said Lot 117 for the construction of the proposed eight (8") inch sanitary sewer under Resolution 406-1984; and,

2. The final assessment cost for said Lot 117 was determined during the final acceptance of said sewer improvement project to be Seventeen Thousand Three Hundred Eighty-Seven and 81/100 ($17,387.81) Dollars.

3. The City in consideration of the permanent easement granted by the Owner shall abate all said final assessments of Seventeen Thousand Three Hundred Eighty-Seven and 81/100 ($17,387.81) under said Sewer Improvement Resoluiton.

4. The Owner in consideration of the assessment abatement, agrees that at any point in the future that the Northern 200 feet of Lot 117 is subdivided and the Owner or the Owner's successor(s) desire to tap into the proposed eight (8") sewer shall be assessed Three Thousand Three Hundred ($3,300.00) per tap until the complete final assessment of Seventeen Thousand Three Hundred Eighty-Seven and 81/100 ($17,387.81) is paid in full.

5. It is therefore resolved by the City through its Baord of Public Works & Safety that all assessments on Lot 117 under Resolution 406-1984 shall be paid by City Utilities out of monies of Sewer Utility Funds.

6. This superceeds Agreement dated March 6, 1985.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement on the day and year first above written.

"OWNER"

By Donald G. Spears
Donald G. Spears, President

CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works & Safety

By David J. Kiester
David J. Kiester, Director

By Cosette R. Simon
Cosette R. Simon, Director

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director

ATTEST: Helen Gochenour
Helen Gochenour, Clerk

This instrument prepared by:

Richard I. Snouffer
Attorney-At-Law

#I 76-5-24

1/15/86

CCFW

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY

WHEREAS, a cable television franchise was granted by the Common Council of the City of Fort Wayne to Citizens Cable of Fort Wayne, Inc. under General Ordinance No. G-6-20-78; and

WHEREAS, by Resolution No. R-153-84 the Common Council of the City of Fort Wayne approved the acquisition by Citizens Cable Communications, Inc. of 80% of the stock of Citizens Cable of Fort Wayne, Inc. from Cox Cable Communications, Inc., which acquisition resulted in Citizens Cable Communications, Inc. thereafter holding 100% of the stock of Citizens Cable of Fort Wayne, Inc.; and

WHEREAS, the name of Citizens Cable of Fort Wayne, Inc. was changed to Cox Cable of Fort Wayne, Inc. for a period of time and was subsequently changed back to Citizens Cable of Fort Wayne, Inc.; and

WHEREAS, Citizens Cable Communications, Inc. has requested that the Board of Public Works and Safety of the City of Fort Wayne approve the acquisition by Comcast Corporation of all of the stock of Citizens Cable Communications, Inc.; and

WHEREAS, Comcast Corporation has requested the Board of Public Works and Safety to approve the transfer of the cable television franchise to Comcast Cablevision of Indiana Limited Partnership, an Indiana limited partnership whose general partner is Comcast Cable of Indiana, Inc., a wholly-owned subsidiary of Comcast Corporation.

NOW, THEREFORE, it is resolved that the Board of Public Works and Safety of the City of Fort Wayne consents that Comcast

Corporation acquire all of the stock of Citizens Cable Communications, Inc. and approves the transfer of the cable television franchise to Comcast Cablevision of Indiana Limited Partnership, an Indiana limited partnership whose general partner is Comcast Cable of Indiana, Inc., a wholly-owned subsidiary of Comcast Corporation. All of the terms and conditions of the cable television franchise, the contract awarding the franchise, the Cable Communications System Ordinance and all amendments thereto and all agreements by and between the franchisee and the City shall remain in full force and effect and be binding in all respects upon the transferee; there are no presently known defaults by the franchisee; this consent shall not be construed to in any fashion diminish or modify the obligations and duties of the franchise holder; and nor shall this consent in anyway limit or diminish the rights of the City, as provided in the Cable Communications System Ordinance No. G-27-77 and all amendments thereto and all agreements between the franchisee and the City.

Approved and adopted January 15, 1986.

CITY OF FORT WAYNE BOARD OF
PUBLIC WORKS AND SAFETY

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk to the Board

HI
76-5-21
1/15/86

PROSPECT AVENUE STORM SEWER IMPROVEMENT RESOLUTION
Resolution 419-1985

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of main sewers bounded on the North by the North right-of-way line of Prospect Avenue; bounded on the East by the West right-of-way line of Criswold Avenue; bounded on the West by the centerline of Spy Run Avenue and bounded on the South by the South right-of-way line of Prospect Avenue, more particularly described as follows:

> Beginning at an existing storm sewer manhole located 20± LF South of and 25± LF West of the centerline intersection of Prospect Avenue and Criswold Drive; thence, Westerly 20± LF South of and parallel to the centerline of said Prospect Avenue 1500± LF terminating at an existing storm sewer manhole located within the Westerly right-of-way line of Spy Run Avenue 20± LF South of the said Prospect Avenue.

Said sewers shall be 12" and 15" in diameter.

And, said sewers with all their appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Public Works & Safety of said City.

This project is funded by a Housing and Urban Development Community Development Block Grant and is subject to the requirements of Section (3) of the Housing and Development Act of 1968.

ADOPTED this 15th day of January 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director
of Public Works

By Cosette R. Simon
Cosette R. Simon, Director
of Administration & Finance

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director
of Public Safety

ATTEST:
Helen Cochenour
Helen Cochenour, Clerk

HI 76-5-24
1/15/86

CCAC

RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY

WHEREAS, a cable television franchise was granted by the Common Council of the City of Fort Wayne to Citizens Cable of Allen County, Inc. under General Ordinance No. G-03-79; and

WHEREAS, Citizens Cable Communications, Inc., the sole shareholder of Citizens Cable of Allen County, Inc., has requested that the Board of Public Works and Safety of the City of Fort Wayne approve the acquisition by Comcast Corporation of all of the stock of Citizens Cable Communications, Inc.; and

WHEREAS, Comcast Corporation has requested the Board of Public Works and Safety to approve the transfer of the cable television franchise to Comcast Cablevision of Indiana Limited Partnership, an Indiana limited partnership whose general partner is Comcast Cable of Indiana, Inc., a wholly-owned subsidiary of Comcast Corporation.

NOW, THEREFORE, it is resolved that the Board of Public Works and Safety of the City of Fort Wayne consents that Comcast Corporation acquire all of the stock of Citizens Cable Communications, Inc. and approves the transfer of the cable television franchise to Comcast Cablevision of Indiana Limited Partnership, an Indiana limited partnership whose general partner is Comcast Cable of Indiana, Inc., a wholly-owned subsidiary of Comcast Corporation. All of the terms and conditions of the cable television franchise, the contract awarding the franchise, the Cable Communications System Ordinance and all amendments thereto and all agreements by and between the franchisee and the City shall remain in full force and effect and be binding in all respects upon the transferee;

there are no presently known defaults by the franchisee; this consent shall not be construed to in any fashion diminish or modify the obligations and duties of the franchise holder; and nor shall this consent in anyway limit or diminish the rights of the City, as provided in the Cable Communications System Ordinance No. G-27-77 and all amendments thereto and all agreements between the franchisee and the City.

Approved and adopted January 15, 1986.

CITY OF FORT WAYNE BOARD OF
PUBLIC WORKS AND SAFETY

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST:

Helen V. Gochenour, Clerk to the Board

HI 76-10-17
11/29/86

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND ~~SAFETY~~

OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, Helen V. Gochenour, and states that she is the duly appointed and acting Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that the following are true and correct resolutions as passed by the Board on the 29th day of January, 1986, to-wit:

WHEREAS, Bohde Realty, Inc. has provided the Board with certain information, documentation and an affidavit as to the fact that Bohde Realty, Inc. is to not be charged with area connections fees for Parkview Addition, Sections A, B and C, inasmuch as such charges have previously been paid for by Bohde Realty, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby waive area connection fees for Bohde Realty, Inc., in Parkview Addition, Sections A, B and C.

IN WITNESS WHEREOF, this document has been signed this 29th day of January, 1986.

BOARD OF PUBLIC WORKS AND SAFETY

BY: Helen V. Gochenour
Helen V. Gochenour, Clerk

BY: David J. Kiester
David J. Kiester
Director of Public Works

BY: Cosette R. Simon
Cosette R. Simon
Director of Administration & Finance

BY: Lawrence D. Consalvos
Lawrence D. Consalvos
Director of Public Safety

[illegible] of the sewers in Parkview Addition by Utility Development Corporation, and provided that sewage disposal service would be provided by Diversified Utilities, Inc., and sewage disposal has been so provided by Diversified and its successors including the City of Fort Wayne.

6. In truth and in fact, Utility Development Corporation did not construct the sewers in Parkview Addition, despite the

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

AFFIDAVIT

Gerald G. Dehner, being first duly sworn upon his oath, deposes and says that:

1. He is President of John Dehner, Inc., and Bohde Realty, Inc., both Indiana corporations, and is personally familiar with the matters and facts set forth in this affidavit.

2. The Board of Works of the City of Fort Wayne has imposed area connection fees by reason of the St. Joseph Interceptor and its collection sewer, by Resolution No. 74-22-04, of $700.00 per acre for certain described real estate, including the real estate contained within the subdivision known as Parkview Addition, Sections A, B and C.

3. Resolution No. 74-22-04 establishing the area connection fees also reserves to the Board of Public Works the right to adjust the connection fee of $700.00 per acre for instances in which the Board deems special conditions require such adjustments, and this affidavit is given to document the special conditions existing in favor of Bohde Realty, Inc. in its Parkview Addition, Sections A, B and C upon which the Board of Public Works can base a waiver of area connection fees.

4. At the time of the adoption of such Resolution No. 74-22-04 by the Board of Public Works of the City of Fort Wayne, Indiana, the sanitary sewers serving Parkview Addition, Sections A, B and C were already constructed, having been constructed in phases with Section C being completed by September, 1979.

5. Bohde Realty, Inc., entered into a contract with Utility Development Corporation on or about June 8, 1966, which contract directed the construction of the sewers in Parkview Addition by Utility Development Corporation, and provided that sewage disposal service would be provided by Diversified Utilities, Inc., and sewage disposal has been so provided by Diversified and its successors including the City of Fort Wayne.

6. In truth and in fact, Utility Development Corporation did not construct the sewers in Parkview Addition, despite the

agreement of June 8, 1966, but such sewers were constructed and paid for by Bohde Realty, Inc. and/or John Dehner, Inc. pursuant to trades and exchanges made between John Dehner, Inc., Bohde Realty, Inc., Utility Development Corporation and Diversified Utilities, Inc., for construction requested by Utility Development and Diversified Utilities in Lake River Estates.

7. By reason of these trades and exchanges, along with oral understandings and agreements among the parties, Bohde Realty, Inc. received the right to connect any lot in Parkview Addition, Sections A, B and C to the main lines of the Diversified system without further obligation to pay an area assessment, because such area assessment had in fact already been paid.

8. When the City of Fort Wayne took title to the sanitary sewer lines in Parkview Addition, Sections A, B and C, it was subject to the agreements made at the time of sewer construction and should waive the area connection fees for Parkview Addition, Sections A, B and C to avoid duplicate payment for such assessments already contracted and paid for by Bohde Realty, Inc.

9. Affiant makes these statements to explain the oral understandings described and to induce the Board of Public Works to waive its area assessments on lots in Parkview Addition, Sections A, B and C.

10. Further affiant says not.

Gerald G. Dehner

Gerald G. Dehner

Subscribed and sworn to before me, a Notary Public in and for said county, this 6th day of December, 1985.

My Commission Expires:
Sept. 8, 1987

Richard E. Ensley

Richard E. Ensley, Notary Public
Resident of Allen County

1

The City of Fort Wayne

December 10, 1985

Mr. David J. Kiester, Chairman
Board of Public Works
9th Floor - City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: Bohde Realty, Inc.

Dear David:

Per the above, enclosed herewith you will find the original of the Affidavit I requested as signed by Mr. Gerald G. Dehner. In my opinion, this resolves the matter, and if you are in agreement, your office should contact Mr. Dehner.

Sincerely yours,

Bruce O. Boxberger
City Attorney (Corporation Counsel)
City of Fort Wayne, Indiana

BOB:clc/enc.

HI

ANDERSON AVENUE STORM SEWER IMPROVEMENT RESOLUTION
Resolution 418-1985

HI
76-5-20
1/15/86

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of main sewers bounded on the North by the North right-of-way line of Anderson Avenue; bounded on the East by the West right-of-way line of Griswold Avenue; bounded on the West by the centerline of Spy Run Avenue and bounded on the South by the South right-of-way line of Anderson Avenue, more particularly described as follows:

> Beginning at an existing storm sewer manhole located 20± LF South of and 25± LF West of the centerline intersection of Anderson Avenue and Griswold Drive; thence, Westerly 20± LF South of and parallel to the centerline of said Anderson Avenue 1500± LF terminating at an existing storm sewer manhole located within the Westerly right-of-way line of Spy Run Avenue 20± LF South of the said Anderson Avenue.

Said sewers shall be 12" and 15" in diameter.

And, said sewers with all their appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Public Works & Safety of said City.

This project is funded by a Housing and Urban Development Community Development Block Grant and is subject to the requirements of Section (3) of the Housing and Development Act of 1968.

ADOPTED this 15th day of January 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director
of Public Works

By Cosette R. Simon
Cosette R. Simon, Director
of Administration & Finance

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director
of Public Safety

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

76/5/16
1-15-86

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate, this 30th day of October, 1985, by and between WAYNE HAVEN INDUSTRIAL PARK, an Indiana Partnership, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works and Safety, hereinafter referred to as "CITY", WITNESSETH, THAT:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

MAIN LINE: Beginning at an existing manhole on the south side of U.S. Highways #24 and #30, being 450± feet easterly of Old Maumee Avenue; thence southerly along the entrance road (servicing Wendy's) a distance of 390± feet; thence easterly a distance of 800± feet to a point 10 feet west of the west right-of-way line of Wayne Haven Street; thence southerly a distance of 960± feet parallel with and 10 feet west of the west right-of-way line of Wayne Haven Street to the point of termination.

LATERAL 3A: Said sewer shall be ten (10) inches in diameter. Also beginning at the northerlymost proposed manhole located 10 feet west of the west right-of-way line of Wayne Haven Street; thence northerly a distance of 200± feet parallel with and 10 feet west of the west right-of-way line of Wayne Haven Street to the point of termination. Said sewer shall be eight (8) inches in diameter.

in accordance with plans, specifications, and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as WAYNE HAVEN INDUSTRIAL PARK as drawn by BONAR & ASSOCIATES, INC., dated April, 1985, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land area; and

WHEREAS, the cost of construction of said sewer is represented to be contractor's bid price, composed of $36,000 for construction costs, $2,200 for engineering services, $1,000 for legal fees, and an amount to be detrmined for City engineering and inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval.

All work and materials shall be subject to inspection by "CITY", and the right of "CITY" to halt construction if there shall be noncompliance

therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY", said sewer shall become the property of "CITY", and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY" and all further maintenance thereafter shall be borne by "CITY".

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and, to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate:

A part of the South Half of Section 10, Township 30 North, Range 13 East of the Second Principle Meridian, in Allen County, IN, more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 10, being a point on the centerline of U.S. Highways 24 and 30; thence southerly a distance of 50.0 feet along the west line of the Southwest Quarter of said Section 10 to the southerly right-of-way line of U.S. Highways 24 and 30; thence North 89 degrees, 58 minutes, 48 seconds East, a distance of 1,775.5 feet to the Point of Beginning; thence continuing North 89 degrees, 58 minutes, 48 seconds East, a distance of 49.28 feet along said southerly right-of-way line; thence South 01 degree, 25 minutes, 48 seconds West, a distance of 250.12 feet; thence North 89 degrees, 58 minutes, 48 seconds East, a distance of 129.12 feet; thence North 02 degrees, 13 minutes, 49 seconds East, a distance of 90.04 feet; thence North 89 degrees, 58 minutes, 48 seconds East, a distance of 79.47 feet; thence South 02 degrees, 03 minutes, 22 seconds West, a distance of 211.27 feet; thence North 89 degrees, 58 minutes, 48 seconds East, a distance of 200.0 feet; thence North 02 degrees, 03 minutes, 22 seconds East, a distance of 371.46 feet to the aforesaid southerly right-of-way line; thence North 89 degrees, 58 minutes, 48 seconds East, a distance of 612.84 feet along said right-of-way line; thence South 79 degrees, 05 minutes, 09 seconds East, a distance of 26.58 feet along said right-of-way line; thence North 87 degrees, 06 minutes, 48 seconds East, a distance of 0.51 feet along said right-of-way line; thence South 01 degree, 09 minutes, 46 seconds West, a distance of 421.19 feet; thence North 89 degrees, 58 minutes, 48 seconds East, a distance of 100 feet; thence South 01 degree, 09 minutes, 41 seconds West, a distance of 797.06 feet; thence North 88 degrees, 50 minutes, 19 seconds West, a distance of 390 feet to the westerly right-of-way line of Wayne Haven Street; thence North 01 degree, 09 minutes, 41 seconds East, a distance of 401.6 feet along said westerly right-of-way line; thence North 88 degrees, 50 minutes, 19 seconds West, a distance of 200.00 feet; thence North 01 degree, 09 minutes, 41 seconds East, a distance of 415.00 feet; thence North 88 degrees, 50 minutes, 19 seconds West, a distance of 155.28 feet; thence South 89 degrees, 58 minutes, 48 seconds West, a distance of 455.68 feet; thence North 01 degree, 14 minutes, 56 seconds East, a distance of 391.30 feet to the Point of Beginning.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE (Oversizing, etc., cost of existing sewage works).

An area connection charge of $700 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as North Maumee Service Area, Resolution No. 73-22-2..

5. BOND.

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25% the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

"OWNER" for himself, herself, his/her successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise

object to, interfere with or oppose any pending or future annexaton by "CITY" of any territory now or hereafter owned by him/her as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In futher consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, herself, his/her successors and assigns, agree by this contract to vest in "CITY" the permanent right at its discretion to annex to the CITY of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors and assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER" his/her successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Board of Public Works and Safety of the City of Fort Wayne as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his/her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"OWNER"

BY: _____
Dennis J. Grotrian, Partner

BY: _____
James Lomont, Partner

BY: _____
James E. Kelley, Partner

BY: _____
Merlin J. Gerardot, Partner

BY: _____
Charles F. Stratton, Partner

"CITY"

BY: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS & SAFETY

BY: _____ 1/15/86
David J. Kiester, Director of Public Works

BY: _____ 1/15/86
Cosette R. Simon, Director of Administration and Finance

BY: _____ 1/15/86
Larry D. Consalvos, Director of Public Safety

ATTEST: _____
Helen Cochenour, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Dennis J. Grotrian, James Lomont, James E. Kelley, Merlin J. Gerardot and Charles F. Stratton, Partners of Wayne Haven Industrial Park, an Indiana Partnership, who acknowledged the execution of the foregoing Agreement as and for his/her/their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 30th day of October, 1985.

Suzanne E. Uhrick
Suzanne E. Uhrick, Notary Public
A resident of Allen County, Indiana

My Commission Expires:

November 30, 1987

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, David J. Kiester, Cosette R. Simon, and Lawrence D. Consalvos, as the Board of Public Works and Safety of The City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 18th day of January, 1985.

Denise K. Duvall
Denise K. Duvall, Notary Public
A resident of Allen County, Indiana

My Commission Expires:

December 16, 1986

This Instrument Prepared By: Dennis J. Grotrian, Attorney-At-Law.

HI 76-5-13
1/15/85

"EAST STATE EVANCEL ASSEMBLY OF COD LIFT STATION"
Resolution 415-1985

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, for construction of a sanitary sewage lift station force main and sanitary sewer for the East State Evangel Assembly of Cod Church.

CRAVITY SEWER - PUMP STATION AND FORCE MAIN

Beginning at an existing manhole 70± LF East and 15± LF South of the intersection of the North right-of-way line of East State Boulevard and the East line of Lot #4 Lake Estates; thence Northwesterly 30± LF to a proposed manhole; thence Southwesterly 480± LF to a proposed lift station.

Said public sewer shall be 8" in diameter.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works & Safety of said City all as provided for in an Act of the Ceneral Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the Ceneral Assembly of the State of Indiana.

And said improvements with all appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The Cost of said improvement shall be paid for by the City of Fort Wayne Sewer Utility.

All proceedings and any work done on said improvement, assessment of property collection of assessments and issuance of bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 15th day of Janaury 1986.

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director
of Public Works

By Cosette R. Simon
Cosette R. Simon, Director
of Administration & Finance

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director
of Public Safety

ATTEST:

Helen Cochenour
Helen Cochenour, Clerk

COUNTY UTILITY AGREEMENT

74/5-118
10-15-86

The Board of County Commissioners of Allen County, Indiana County hereinafter referred to as the Board, and City Utilities (Utility) hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of Sanitary Sewer Service located at the following described location Indianapolis Road (Old S.R.#3) from South County Line Road to Lafayette Center Road. SR Project No. 6102( ). are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project in consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions.

1.) The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2.) The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3.) The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4.) During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endoresement of the Board's duly authorized representative.

5.) All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6.) It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971."

David J. Kiester, Director of Public Works
Authorized Representative of Permittee

Date _____

Attest: _____
Gloria J. Goeglein
Allen County Auditor

BOARD OF COUNTY COMMISSIONERS
Allen County

_____
Member

_____
Member

_____
Member

Bill No. G-85-12-13 NI

RESOLUTION 76-1-2

WHEREAS, GERALD L. DORAN has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public street situated in Fort Wayne, Allen County, to-wit:

Part of the North one-half of the Northwest Quarter of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, described as follows, to-wit:

Commencing on the centerline of Brooklyn Avenue at a point North 3 degrees 45 minutes West, a distance of 356.4 feet (5.40 chains) from its intersection by the South line of the tract aforesaid; thence continuing North 3 degrees 45 minutes West on said centerline, a distance of 29.7 feet to a point situated 386.1 feet (5.85 chains) North 3 degrees 45 minutes West from its intersection by the South line of the tract aforesaid; thence North 87 degrees 56 minutes East, a distance of 618.04 feet to West line of a a 50-foot street called Vesey Avenue in the Plat of VESEY'S GARDEN ADDITION; thence Southerly on the line aforesaid, a distance of 29.7 feet; thence South 87 degrees 56 minutes West, a distance of 615.6 feet to the point of beginning; Containing 0.42 acres, more or less, except the west 25 feet thereof,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of portion of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said portion of public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said portion of public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, David J. Kist, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held Jan. 5, 1986 and as same appears of record in the official records of the Board of Public Works.

Resolution
Bill No. G-85-12-13

Page two

DATED THIS 8th DAY OF January 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

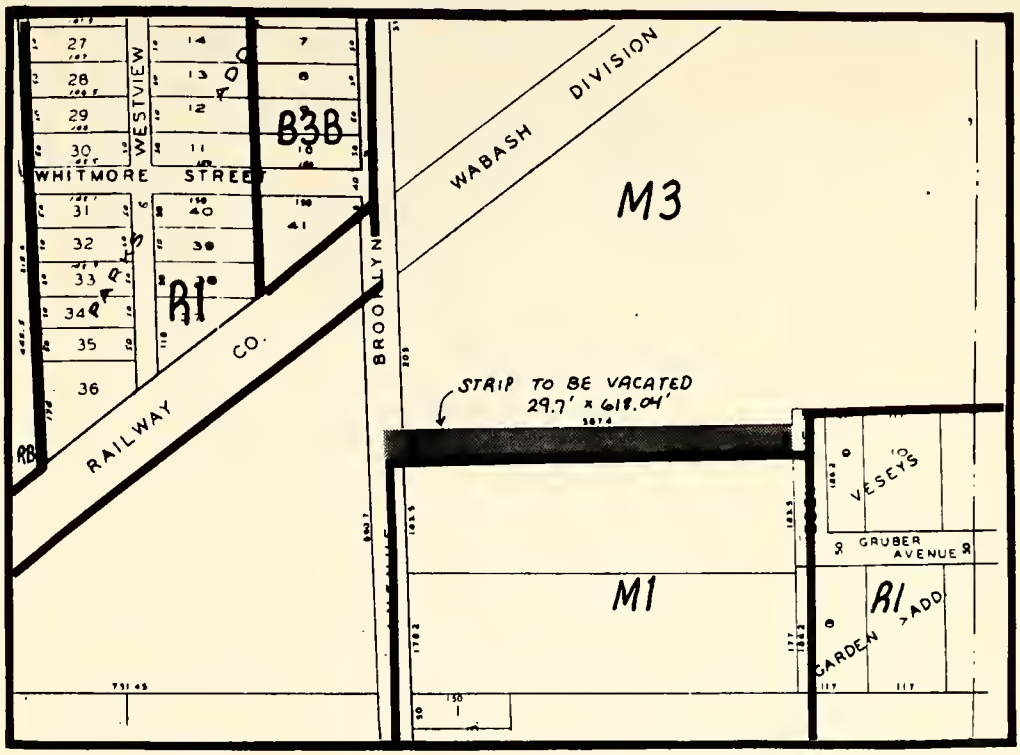
Lawrence D. Consalvos
Director of Public Safety

VACATION PETITION #171

A PETITION TO VACATE THE DESCRIBED 29.7 FEET LEFT FOR A ROAD.

MAP NO. J-7

COUNCILMANIC DISTRICT NO. 4



Zoning:

R1 RESIDENTIAL DISTRICT
RB RESIDENCE 'B'
M1 LIGHT INDUSTRY
M3 HEAVY INDUSTRY
B3B GENERAL BUSINESS 'B'

Land Use:

NORTH
L.W.

13

Scale: 1" = 200'

Date: 11-21-85

B/W

Engineering Comments - Vacation of Gruber Avenue between Brooklyn Avenue and Vesey Avenue.

1. Water Engineering - No objection.

2. Traffic Engineering - No Objection.

3. Park Board - Ok to vacate.

4. Water Pollution Control Engineering - An easement is required for 8" sanitary sewer.

5. GTE - Yes, we do require an easement for existing facilities.

   Remarks: GTR will require a min. of 20' wide easement to maintain existing pole line.

6. I&M - Yes, we do require an easement.

   Remarks: The North 14' will need to be retained.

7. NIPSCO - No, we do not requre an easement.

8. Citizens Cable - No, we do not require an easement.

HI

Bill No. G-85-12-12

RESOLUTION 76-1-1

WHEREAS, C.H. KRAUS SHEET METAL has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following dedicated utility easement situated in Fort Wayne, Allen County, to-wit:

> Part of BLOCK 10, SPEEDWAY ADDITION, SECTION II, as recorded in Plat Book 32, pages 13-14, in the Office of the Recorder of Allen County. The existing 14 foot wide Easement for sewer as indicated on the recorded plat, the centerline of which extends Northeasterly from the South line of said BLOCK, at a distance of 115 feet West of the Southeast corner thereof to the North border of said BLOCK at a point 70 feet West of the East line and 10 feet South of the North line.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of a dedicated utility easement has been routed through the following departments: Street Engineering, Traffic Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Pubilc Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said dedicated utility easement hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said dedicated utility easement hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, David J. Kiester, Director of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held _____ and as same appears of record in the official records of the Board of Public Works.

DATED THIS 8th DAY OF January 1986

FORT WAYNE BOARD OF PUBLIC WORKS

David J. Kiester
Director of Public Works

Cosette R. Simon
Director of Administration & Finance

Lawrence D. Consalvos
Director of Public Safety

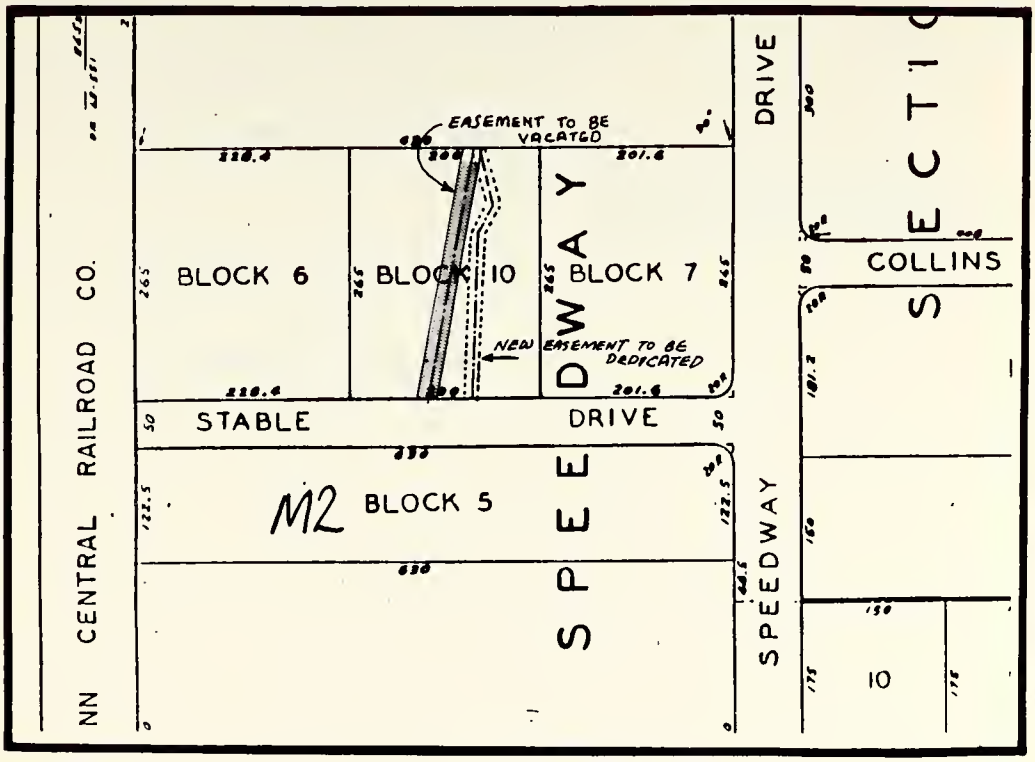
145

VACATION PETITION #173

A PETITION TO VACATE THE DESCRIBED DEDICATED UTILITY EASEMENT.

MAP NO. M-30

COUNCILMANIC DISTRICT NO. 3



Zoning:

M2 GENERAL INDUSTRY

Land Use:

NORTH

Scale: 1"=120'

16

Date: 11-21-85

Vacation: Easement in Block 10, Speedway Addition, Section II

1) Traffic Engineering - No Objection

2) Park Board - OK to vacate.

3) Water Engineering - No objection.

4) Water Pollution Control Engineering - A new storm sewer easement must be granted as shown on drawing prior to vacation of existing easement.

5) NIPSCO - No objection.

6) CTE - No objection.

7) Citizens Cable - No objection.

8) I&M - No objection.

Wednesday, January 8, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Carolyn S. Eschmann, Clerk, Pro-Tem

1. Received resolution for the vacation of dedicated utility easement situated in Fort Wayne, Part of Block 10, Speedway Addition, Sec. 11, petitioned from C. H. Kraus Street Metal and submitted by City Plan.	Approved and Resolution 76-1-1 adopted. Copy herein incorporated.
2. Received resolution for the vacation of portion of public street situated in Fort Wayne, Indiana, commencing on the centerline of Brooklyn Avenue, Vesey's Garden Addition petition from Gerald L. Doran, and submitted by City Plan.	Approved and Resolution 76-1-2 adopted.
3. Received Partial Payment #7 from Natgun Corp., for work performed on Southwest Reservoir, Contract 85-W-1, in the amount of $28,878.45.	Approved and forwarded to City Utilities Accounting and charged to Work Order #63757.
4. Received two Certificate of Claim Forms, in the amount of $62.50 and $650.20 respectively, for damages on Contract #85-XP-4, - 30" Indianapolis Road Feeder Main - GM Project. These claims are in accordance with the conditions of the Grant Easement. One Claim was from Steven & Suson Reddin and the other to Sandpoint Greenhouse.	Approved and forwarded to City Utilities Accounting and charged to Work Order #63731.
5. Received Certificate of Claim Form in the amount of $2,650.00 from the Dreyers, 5330 Kroemer Road for damages incurred on North American Van Lines, Contract 85-XP-7, Delbert, Norbert, Harold & Ronald Dreyer. This claim is in accordance with the conditions of the Grant of Easement.	Approved and forwarded to City Utilities Accounting and charged to Work Order #73770.
6. Received Partial Payment #4 in the amount of $24,376.86 from Bercot, Inc., for work performed on Res. 395-85, SSES Subsystems DS, ES, GS, KS. Retainage monies to be deposited in escrow account is $2,708.54.	Approved and forwarded to City Utilities Accounting and charged to Work Order 79082.
7. Received Partial Payment #4 in the amount of $1,432.00 from Owens-Russell & Associates for work performed on Southwest Interceptor S-2, Res. 408-85, Phases 1 through V.	Approved and forwarded to City Utilites Accounting and charged to Work Order 72855.
8. Received invoice from Pitometer Associates in the amount of $6,483.75 for work performed on Pitometer Survey - Phase 11.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63678.
9. Received November 1985 invoice from EMA for engineering services on the Computerization Project at the WPC Plant.	Approved and forwarded to City Utilities Accounting and charged to said project.
10. Received Partial Payment #8 in the amount of $124,024.52 from Fleming Exc., Inc. for work performed on Summit Park Res. #74-150-2. Further Escrow check to be issued to Decatur Bank in the amount of $13,780.51. Release of escrow to be $137.71.	Approved and forwarded to City Utilities Accounting and charged to W. O. 72861.

11.	Received invoice from Dailey Asphalt (Progress Estimate #5) in the amount of $26,433.53 representing retainage due on Res. 6027-85, 1985 Resurfacing on Harris Rd., Sherman, Parnell, Crescent and Reed Rd.	Approved and paid from Civil City Appropriation #1-38-972-LRE-84-43
12,	Received recommendation from Water Pollution Control Department that we accept Meadowbrook Drive - Shepherd Lane Sanitary Sewer as part of the City's sewer system.	Approved and acceptance letter written to Bercot, Inc.
13.	Received recommendation from Water Engineering Department that we accept Winterset, Sec. IV, Contract 8508B as part of the City's water System.	Approved and acceptance letter written to Richard Ness & Trucking, Inc.
14.	Received Indemnification Agreement in Consideration of Crant of Temporary Easement and Right-of-Entry for the Res. 898-85 Sanitary Sewer Project by Donna Jones, Contract Buyer and Wilbur Weber, Contract Seller. The City of Fort Wayne agrees to indemnify and hold harmless sand Crantor/s from any liability to, or claims, demands, actions or causes of action on behalf of, any third party, occasioned by, arising out of, or in any manner connection with the construction of said Project,	Approved. Copy herein incorporated
15.	Received progress estimate #5 from Wayne Asphalt & Construction Co., Inc. in the amount of $18,821.08 for work performed on Res. 6029-85 - Asphalt Resurfacing Project (2nd Batch). Retainage to be held is $500.00.	Approved and paid from Civil City Funds.
16.	Received petition for additional lighting to be installed on three existing utility poles on south side of Pearl between Webster & Ewing from Perfection Biscuit Co., Inc.	Approved and forwarded to Street Lighting for their investigation.
17.	Received pay request from Archonics, Pay Request #3 - 9899-11 for professional services performed in connection with the space needs study of the existing City offices as described in Architectural Agreement dated 9/11/85, in the amount of $20,300.00.	Forwarded to City Utilities for payment (to be reimbursed from Civil City)
18.	Received pay request in the amount of $4,200.00 from Robert F. and Marilyn Cibson as a result of negotiations for easements and rights-of-way for "Southwest Interceptor" Res. 407-85, Phase VII. This for crop damage on Cibson's property at 10226 Lafayette Center Road.	Approved and forwarded to City Utilities Account and charged to Work Order 72855, Phase VII, Land Acquisition.
19.	Received pay request from Ruhl and Lois C. Buskirk for Southwest Interceptor, Res. 407-85, Phase VII, in the amount of $2,422.00 as a result of negotiations for easements and rights-of-way for crop damage on property at 11402 Lafayette Center Road as part of the easement damage settlemen.	Approved and forwarded to City Utilities Accounting and charged to Work Order 71855, Phase VII, Land Acquisition.
20.	Received pay request from Mergy Construction Co., Inc., for final invoice #5 for work completed on Res. 6016-85, Pontiac Place NSA in the amount of $12,712.21.	Approved and forwarded to CD&P Accounting for payment.
21.	Received Partial Payment #4 from Hydrostorage, Inc., for work performed on Contract #85-W-3, CM Elevated Tank, in the amount of $47,348.95 to Hydrostorage and $2,492.00 to Escrow - Ft.Wayne National Bank.	Approved and forwarded to City Utilities Account and charged to Work Order 63755.
22.	Received pay request from Mudrack Tree Service in the amount of $3,145.00 for work completed on Res. 6033-85 - Tree Removal for Dike Restoration.	Approved and paid from Civil City funds.
23.	Received pay request from Mergy Construction Co., Inc. in the amount of $1,850.00 for work completed - C.M.P. repair under Clay Dike at Southern Terminus of Mechanic Street.	Approved and paid from Civil City No. 3-45-006-BWC-P4-431.

24. Received pay request #2 in the amount of $31,566.82 from Rieth-Riley Construction Co., Inc. for work performed on Lynn Ave., Phase I-A, Res. 6017-85.	Approved and forwarded to Controller's Office to be paid from Revolving Barrett Law Funds.
25. Received invoice #5 from HBTB for professional services performed in connection with updating the existing master plan for sewers and wastewater treatment as described in Engineering Services Agreement dated 5/1/85 in the amount of $4,250.00.	Approved and forwarded to City Utilities Accounting and charged to Work Order #72967.
26. Receive pay request #3 in the amount of $4,383.00 from Hipskind Concrete Corporation for work performed on Fairfield NSA, Ph. I, Res. 6031-85.	Approved and fowarded to CD&P Accounting to be charged to Appropriation # 1-95-008-FFC-14-431.
27. Received pay request Invoice #00231 in the amount of $1,899.35 from Tank Industry Consultants, Inc. for inspection services on GM Elevated Tank - Div. W-3, Contract 85-W-3.	Approved and forwarded to City Utilities Accounting and charged to Work Order #63755.
28. Received pay request from D. N. Higgins, Inc. on Dalman-Smith Feeder Main, Contract No. 85-XP-2, GM Project, Div. W-2, in the amount of $126,958.57. (no escrow agreement)	Approved and forwarded to City Utility Accounting to be charged to Work Order 63759.
29. Received Partial Payment #4 from Weitzel Const., Inc. for work performed on Water Contract 85-XP-6, GM Water Main, in the amount of $74,154.51. $3,902.87 should be paid to Escrow Agent, Lincoln National Bank.	Approved and forwarded to City Utilities Accounting and charged to W. O. 63763.
30. Received the following driveway permits: P-48-85/1712 Magnavox Way/Wayne Asphalt R-172-85/918 Easton Trail/L. D. Construction R-173-85/7513 Bridgewater Dr./L. D. Construction R-174-85/829 Easton Trail/L. D. Construction. R-175-85/808 Pinehurst Dr./L. D. Construction	Approved.
31. Received executed Contract for St. Joe Road - St. Joe Center Rd. Sanitary Sewer, #897-85, in the amount of $24,410.00, Land Excavating, Inc., Contractor.	Approved and sent to Common Council January 14, 1985.
32. Received Change Order #1 for GM Water Contract #1 (FINAL) for GM, Contract #85-XP-6, in the amount of $61,914.70 increase, Weitzel Const., Inc., Contractor.	Approved and sent to Common Council January 14, 1986.

Meeting adjourned at 10:00 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Carolyn S. Eschmann
Carolyn S. Eschmann, Clerk Pro-Tem

Wednesday, January 15, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Carolyn S. Eschmann, Clerk Pro-Tem

1.	Received recommendation from Water Engineering Department that we accept Water Contract 85-XP-3 Ferguson Road - GM Project, as part of the City's Water System.	Approved and acceptance letter written to Scheidleman, Inc.
2.	Received recommendation from WPC Eng. Department that we accept Breconshire Sanitary & Storm Sewer Phase 1I as part of the City's Sewer System.	Approved and acceptance letter written to Graber Excavating.
3.	Received Sewer Construction Permit for Centennial Park, Sec. V Sanitary Sewer Extension.	Approved and Board Order 27-86 issued.
4.	Received recommendation from Water Engineering Department that we accept Sawmill Woods Sec. 1V Water Main as part of the City's Water System.	Approved and acceptance letter written to Porter Excavating, Inc.
5.	Received Partial Payment No. 3 and invoice in the amount of $4800.08 from Scheidleman Excavating, with $252.72 to be paid to Escrow Agent, Summit Bank, for work performed on Water Contract 85-XP-3, Ferguson Road - GM Project.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 63760.
6.	Received request from Scheidleman Excavating for release of Escrow Funds in the amount of $6,935.65 for work performed on Water Contract 85-XP-3, Ferguson Road - GM Project.	Approved and requested release of escrow from Summit Bank.
7.	Received pay request from Tank Industry Consultants, Inc. for inspection services on Contract 85-W-3, GM Elevated Tank- Div. W-3, in the amount of $324.50.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 63755.
8.	Received invoice in the amount of $5,600.00 for the City's share of the costs of operation and maintenance of stream gaging station on the St. Joseph River near Fort Wayne and on Spy Run Creek at Fort Wayne for the period Oct. 1, '85 to Sept. 30, '86.	Approved and forwarded to City Utilities for payment.
9.	Received invoice for professional services from Clyde E. Williams & Associates, Inc. per the April 24, 1985 Engineering Agreement in the amount of $752.41 for work performed on Lighting Study and Report for Coliseum Blvd.	Approved and forwarded to City Utilities for payment.
10.	Received invoice from Brooks Construction Co., Inc. in the amount of $1,890.00 for work performed on CBD Resurfacing Project, Res. 6025-85. Retainage to be held is $210.00.	Approved and charged to Civil City to be charged to Appropriation No. 1-38-972-LRE-S4-431.

11.	Received pay request from 3-Rivers Barricade Co. in the amount of $96.32 for providing barricades on St. Joe Blvd. for Dike Restoration by Army Corp.	Approved and paid from Civil City Funds.
12.	Received City Utilities Invoices totaling $13,706.00 for St. Joe Road, Bluffton Road, and Maplecrest Road.	Approved and charged to LR&S Account indicated out of Fund 138.
13.	Received for Board adoption Resolution #41S-8S, East State Evangel Assembly of God Lift Station, from WPC Engineering Department. This is in connection to the East State Blvd. widening project.	Approved and adopted. Dates for advertising not decided. Copy of resolution herein incorporated.
14.	Received invoice from Rieth-Riley Construction Company, Inc., in the amount of $7,81S.05 for retainage held on the subject project which has been completed.	Approved and forwarded to CD&P to be charged to Appropriation #1-9S-008-MIC-13-431.
15.	Received sewer extension agreement for Wayne Haven Industrial Park Sanitary Main Extension submitted by Water Pollution Control Agreement.	Approved and forwarded to WPC Engineering for their recording. Copy herein incorporated.
16.	Received County Utility Agreement for sanitary sewer service located at Indianapolis Road (S.R. #3) from South County Line Road to Lafayette Center Road. (SR Project No. 6102)	Approved and forwarded to WPC Engineering for their recording. Copy herein incorporated.
17.	Received petition from owners of real estate on installation of 27' concrete street with curbing, sidewalks and ornamental street lights (located on Danner Drive from North Drive to South Drive).	Approved and forwarded to Street Engineering and Street Lighting for their investigation.
18.	Received for Board adoption Resolution #416-85, Paulding Road - Decatur Road Point Repair Improvement Resolution "Amended" Resolution 416-8S.	Approved and adopted.Dates for advertising January 24 & 31, 1986. Date to receive bids February 12, 1986.
19.	Received for Board adoption Resolution #417-8S, "Woodhurst-Belmont Storm Sewer Improvement" - Phase I.	Approved and adopted. Advertising dates to be advised.
20.	Received for Board adoption Resolution #418-8S, Anderson Avenue Storm Sewer Improvement.	Approved and adopted. Dates for advertising January 24 & 31, 1986. Date to receive bids February 12, 1986.
21.	Received for Board adoption Resolution #419-8S, Prospect Avenue Storm Sewer Improvement.	Approved and adopted. Dates for advertising January 24 & 31, 1986. Date to receive bids February 12, 1986.
22.	Received Advertisement for bids, Notice to Contractors to be Published January 24 & 31, 1986, for Contract No. 86-W-1, Waterworks Park Fountain, from McNamee, Seeley & Porter.	Approved and forwarded to newspapers to be published. Date to receive bids Feb. 12, 1986.
23.	Received plat submitted by Plan Commission for Montrose Square Plat.	Approved.
24.	Received Resolution for Board approval for Comcast Corp. to acquire all stock of Citizens Cable Communications, Inc. & approve transfer for cable television franchise to Comcast. Approved Cable Res. Copy herein incorporated.	

Meeting adjourned at 9:45 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, January 16, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. HEARING ON NOTICE OF ASSESSMENT
Winchester Road Sanitary Improvement
Resolution 404-1984

Confirmed. Ordered Finance Department to proceed.

Hearing adjourned at 4:25 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, January 22, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County 8uilding
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Cochenour, Clerk

1. Received recommendation from Water Engineering Department that we accept Hacienda Village Water Main Extension - Contract 8406, as part of the City's Water System.	Approved and acceptance letter written to All Star Construction, Inc.
2. Received Partial Payment #3 from Indiana Construction Corporation in the amount of $13,500.00 for work performed on Res. 408-85, Phase #V, Southwest Interceptor S-2. Also they requested release of escrow from Escrow Agent in the amount of $11,537.28.	Approved and forwarded to City Utilities to be charged against Work Order 73855.
3. Received Partial Payment #2 in the amount of $7,479.87 and Invoice and Certificate of Claim in the amount of $3,524.07(Retainage) from All Star Construction & Excavating, Inc. for work performed on Hacienda Village Water Main Extension - Contract 8406.	Approved and forwarded to City Utilities Accounting to be charged against Work Order 73855.
4. Received Partial Payment #8 from Natgun Corporation for work performed on Southwest Reservoir, Contract 85-W-1, in the amount of $5,047.40.	Approved and forwarded to City Utilities Accounting to be charged against Work Order 63757.
5. Received Partial Payment Request #5 from Hydrostorage, Inc., dated 12/18/85, for work performed on CM Elevated Tank - Contract 85-W-3, in the amount of $37,055.70. $1,950.30 is to be paid to Escrow Agent - Fort Wayne National 8ank.	Approved and forwarded to City Utilities Accounting to be charged against Work Order 63755.
6. Received Invoice #8 from 8eam, Longest & Neff, Inc. on Contract 85-W-3, CM Elevated Tank, in the amount of $936.78.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 63755.
7. Received Certificate of Claim forwarded to us by Fred McCulloch for crop damages on Contract 85-XP-5, GM Water Main Extension, Jackmeyer, Trumbower Claim, in the amount of $250.00.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 63762.
8. Received Invoice #1 dated Oct. 1, 1985 in the amount of $22,803.75 from Gaines Construction Co., Inc. for work performed on Hanna-Creighton NSA, Phase IV, Res. 6022-85. Retainage to be held is $2,533.75.	Approved and forwarded to CD&P Accounting for payment.
9. Received Partial Payment #5 from Weitzel Const., Inc. in the amount of $4,750.00 for work performed on Water Contract 85-XP-6, GM Water Main. $250.00 should be paid to Escrow Agent, Lincoln National 8ank.	Approved and fowarded to City Utilities Accounting to be charged to Work Order 63763.
10. Received Invoice No. 2 in the amount of $25,645.59 for work performed on Hanna-Creighton NSA, Phase IV, Res. 6022-85, Caines Construction. Retainage to be held is $2,849.51.	Approved and forwarded to CD&P Accounting for payment.
11. Received for 8oard's review and execution an "Agreement" document for Lot #117, of Lincolndale Addition.	Approved and sent to WPC Eng. for their recording. Copy herein incorporation.

12. Received C.B.D. Signal Modernization - Phase III Utility Agreements for federal aid construction project. — Approved and copy herein incorporated.

13. Received the following driveway permits. — Approved.

C-64-8S/2802 Congressional Parkway/JHS Inc.
R-170-85/2906 Roscommon Dr./Star Builders
P-2-86/828 Greeley St./Fox Contractors Corp.
P-21-8S/2903 Westbrook Dr./Brooks Const.
R-142-8S/4730 Liggett Dr./Alfred Cummings
C-1-86/700 blk. Van Buren St./STI Const. Corp.

14. Received pay request from Tomco Const. Co., Inc. for miscellaneous Construction at 4130-4126 S. Wayne Avenue, sidewalk construction. This includes retainage and is in the amount of $1,282.32. — Approved and paid from Civil City Funds.

15. Received invoice from Gibson, Tourney, Kim, Inc. in the amount of $11,456.23 for Study and Recommendations for City-County Parking Plaza. — Paid from Civil City Building Funds per contract dated May 15, 1985.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, January 29, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. 898-85 - Doenges Dr. San. Sewer — Award 2/12/86

ALL STAR CONSTRUCTION	$13,285.00
BERCOT, INC.	20,610.00
DEHNER, INC.	17,494.10
S. E. JOHNSON CO.	32,338.00
LAND EXCAVATING	15,532.00
SCHEIDLEMAN EXCAVATING	25,407.00
T-G EXCAVATING	23,130.00
TOMCO CONST.	19,890.00
Engineer's Estimate	36,500.00

2. Received Sewer Construction Permit for Ft. Wayne Educational Facility from Bercot-Gibson Const. Co., Inc. ((Automotive Center). — Approved.

3. Received Partial Payment #4 for T-G Excavating, Inc. in the amount of $19,547.31 for Res. 410-85, Evard Road Overflow Pump Station. Retainage to be held is $2,037.65. — Approved and forwarded to City Utilities Accounting for payment to be charged to Work Order 72856.

4. Received pay request from McNamee, Porter & Seeley in the amount of $19,170.00 for work performed on Optimization Study. — Approved and forwarded to City Utilities Accounting for payment as per their Contract.

5. Received Invoice #6 from Earth Construction Company, Inc. in the amount of $22,046.85 per Purchase Order A-45055 for Work performed on Maplecrest Road Extension. Also received Escrow Agreement. — Approved and paid from Civil City Funds.

6. Received City Utilities Invoices for Rudisill Blvd. and Bluffton Road for engineering, surveying, drafting and inspection services in the amount of $4,379.35. — Approved and charged to LR&S Account 138.

7. Received Invoice #3 from Gaines Construction Co., Inc. in the amount of $2,206.14 for work performed on Historical Museum Entrances - Res. #6013-85. Retainage to be held is $245.12. — Approved and paid from Civil City Funds.

8. Received recommendation from WPC Engineering Dept. that we accept Engle Ridge North Sanitary Sewer extension as part of the City's sewer system. — Approved and acceptance letter written to Earth Construction.

9. Received recommendation from WPC Engineering Dept. that we accept Winterset Storm Sewer Sec. IV as part of the City's Sewer System. — Approved and acceptance letter written to Richard Ness Excavating & Trucking Inc.

10. Received recommendation from WPC Engineering that we accept Winterset Sanitary Sewer Sec. IV as part of the City's sewer system.

Approved and acceptance letter written to Richard Ness Excavating & Trucking, Inc.

11. Received recommendation from WPC Engineering that we accept Winchester Road Sanitary Sewer, Res. 404-84, as part of the City's sewer system.

Approved and acceptance letter written to All Star Construction & Excavating.

12. Received recommendation from WPC Engineering that we accept Freeman Street Sanitary Sewer as part of the City's sewer system.

Approved and acceptance letter written to D & M Mechanical Contractors, Inc.

13. Received request for fire hydrant installations from St. Joe Township - Four Areas.

Approved and ordered Water Eng. to proceed with necessary arrangements.

Priority Area 1 - Centerhurst (10)
Priority Area 2 - Sunnybrook (12)
Priority Area 3 - Bohde Grove (8)
Priority Area 4 - Park State (10)

Estimated cost per installation $1,800.00.

14.. Received Encroachment Report, Landowner - Sylvester & Mildred Hughes, 815 Francis Street, Fort Wayne, IN, 46802. It was determined that this encroachment in no way impairs the street or interferes with the free and safe flow of traffic thereon and it is recommended that the encroachment be permitted to remain.

Taken under advisement.

15. Received the following driveway permit.

Approved.

C-86-003/2215 E. Wallace Street/Zunbrun Const.

16. Received Change Order #1 (Final) on Water Resolution #1032-84 - Ludwig Park Drive increasing amount $230.60. New Contract Amount $18,063.04. Scheidleman is the contractor.

Approved and sent to Common Council February 11, 1986.

17. Received Resolution waiving area connection fee for Bohde Realty, Inc. in Parkview Addition, Sec. A, B, & C.

Approved. Copy herein incorporated.

18. Received for board approval Special Provisions for Project MG -M-00)C(033) C.B.D. Signal Modernization Project-Phase III & Utility Agreements for the following:

Approved.

Street Lighting
WPC Utility
Water Utility
Communications Dept.
Citizens Cable Communications, Inc.
Northern Public Service
Indiana & Michigan
General Telephone.

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, February 5, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS

   Installation of Cathodic Protection for the Maplecrest Road Elevated Tank - 85-W-5

   Pennwalt - Wallace & Tiernan Div. $7,641.00

2. Received request from Fort Wayne City Plan Commission whereas Thomas G. Bastress petitioned to hold a public hearing upon the vacation of dedicated utility easement beginning at the N. E. corner in Enterprise Center. — Approved and Resolution 76-11-2 adopted. Copy herein incorporated.

3. Received request from Fort Wayne City Plan Commission whereas Interstate Industrial Parks, Inc. and Magnavox Government and Industrial Electronics Company petitioned to hold a public hearing upon the vacation of railroad spur easement in Interstate Industrial Park. — Approved and Resolution 76-11-3 adopted. Copy herein incorporated.

4. Received request from Fort Wayne City Plan Commission whereas Fort Wayne Anodizing petitioned to hold a public hearing upon vacation of public alley extending from Wayne Trace. — Approved and Resolution 76-11-4 adopted. Copy herein incorporated.

5. Received recommendation from WPC Engineering that we accept Arlington Park Sec. VII, Phase II or XII-A as part of the City's sewer system. — Approved and acceptance letter written to Kurtz Excavating.

6. Received recommendation from WPC Engineering that we accept Arlington Park Sec. XII, Ph. III, as part of the City's sewer system. — Approved and acceptance letter written to Kurtz Excavating.

7. Received recommendation from WPC Engineering that we accept Arlington Park XII Sanitary Sewer as part of the City's sewer system. — Approved and acceptance letter written to Kurtz Excavating.

8. Received recommendation from WPC Engineering that we accept Residence Inn Sanitary Sewer as part of the City's sewer system. — Approved and acceptance letter written to Gene Keller & Sons.

9. Received the following driveway permits. — Approved.

   R-01-86/1602 Vance Ave./Scott Lombard Real Estate
   R-01-86/1604 Vance Ave./Scott Lombard Real Estate

10. Received pay request from Bercot, Inc., payment #5, in the amount of $120,114.36 for work performed on Res. 395-83, Rehabilitation of Sewers, SSES Subsystems DS, ES, GS, KS, Federal Grant C-180775-02. Further retainage monies in the amount of $13,346.04 to be deposited in Escrow Account, Summit Bank. — Approved and forwarded to City Utilities Accounting to be charged to W.O. 79082.

11.	Received partial payment #9 in the amount of $55,872.20 from Fleming Excavating, Inc. in the amount of $55,872.20, for work performed on Summit Park, Res. 74-150-2, EDA # 06-01-02027. Further, escrow check in the amount of $6,208.03 to be issued to Decatur Bank & Trust Co.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 72861.
12.	Received Invoice No. 7817 in the amount of $50,617.00 from Neumann Company Contractors, Inc., for work in process on the repainting of Redwood-Chestnut Water Tower, Contract No. 85-W-4.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63782.
13.	Received Partial Payment Request #7 from the Robert Henry Corporation in the amount of $32,823.45 for work performed on the Southwest Pump Station - Contract 85-W-2, Southwest Pump Station.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63758.
14.	Received pay request for CD&P projects from Street Engineering for engineering services.	Approved and forwarded to Community Development and Planning for payment.
15.	Received for Board's execution Gleneagles Water Contract No. 8510, B. O. 79-85.	Approved.
16.	Received Encroachment Report, Landowner Maurice J. & Paul C. DeWald, c/o Alter Bros. Inc., 502 E. Wayne Street, Ft. Wayne, IN. South edge of sign 13'0" from the n. curb line of Wayne & 10'6" from e. curb line of Clay.	Approved.

Meeting adjourned at 9:25 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, February 12, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — Tenative award in 2 weeks.

Amended - Res. 416-85
Paulding Rd. - Decatur Rd. Point Repair

ALL STAR CONST.	$44,938.96	Alt. $72,250.00
BERCOT, INC.	26,680.00	64,820.00
JOHN DEHNER, INC.	21,341.00	
LAND, INC.	20,300.00	38,560.00
MERGY CONST.	34,643.30	66,347.50
T-G EXCAVATING	36,826.00	78,492.00
Eng. Estimate	$13,545.00	

2. RECEIVE BIDS — Tenative award in 2 weeks.

Contract 86-W-1 - Waterworks Park Fountain

JOHN DEHNER, INC.	435,206.00
HAGERMAN CONST.	515,700.00
INDIANA CONST.	392,900.00
SHAMBAUGH & SON	554,400.00
Eng. Estimate	330,000.00

3. Received Partial Payment #6 from Hydrostorage, Inc. for work performed on GM Elevated Water Tank, Contract 85-W-3, in the amount of $26,762.45 with $1,408.55 to Escrow. (Escrow Agent Fort Wayne National Bank), — Approved and ordered payment from Work Order 63755. (City Utilities Accounting)

4. Received partial payment #5 in the amount of $13,808.96 from Bercot, Inc. for work performed on Southwest Interceptor S-2, Res. 408-85, Phase II. $35,368.28 is to be released from escrow. — Approved and ordered payment from City Utilities Accounting to be charged to Work Order 73855.

5. Received Invoice #4 in the amount of $3,837.00 for the retainage held on contract for Fairfield NSA, Phase 1, Res. 6031-85. $1,440.00 for seeding is being held which will be done in the spring. Hipskind Concrete Corporation is the contractor. — Approved and forwarded to CD&P to be charged to Appropriation # 1-95-008-FFC-14-431.

6.	Received Certificate of Claim forwarded by Fred McCulloch for crop damages on Contract 85-XP-5 - GM Water Main Extension for Hagerman Realty Corporation in the amount of $562.50.	Approved and forwarded to City Utilities Accounting to be charged to W.O. 63762.
7.	Received invoice #3 from Gaines Construction in the amount of $4,844.94 for work performed on Hanna-Creighton NSA, Phase IV, Res. 6022-85. Retainage to be held is $538.32.	Approved and forwarded to CD&P Accounting for payment.
8.	Received December 1985 invoice from E.M.A. for engineering services on Computerization Project at the WPC Plant in the amount of $6,575.67.	Approved and forwarded to City Utilities Accounting for payment.
9.	Received Sewer Construction Permit for Longwood Section IV Sanitary Sewer Extension.	Approved and forwarded to WPC for their distribution.
10.	Received Notice to Proceed for St. Joe Road Pump Station Elimination, Resolution 402-84 (Riviera Plaza Portion Only) for Board's signature. Contractor T-G Excavating, Inc.	Approved and Notice to Proceed forwarded to T-G Excavating.
11.	Received for Board's approval Resolution 420-86, Miami Village Storm Sewer Resolution.	Approved and adopted. WPC to inform Board dates for advertising. Copy herein incorporated.
12.	Received Encroachment Report, Landowner Lawrence W. Dent 1438 C R 66, Auburn, IN 46706 for the sign the north edge 7'6" from the east curb line of Clay Street and 13' 3" from the south curb line of Berry Street. The bottom of the sign is 10' 5" from the sidewalk.	Approved and forwarded to Traffic Engineering.
13.	Received recommendation from WPC Eng. Dept. regarding petition for Water and Sewage to Waddington Road, that the petitioners be notified as to the method of financing available to them and let them decide whether they wish to proceed.	Board concurred with WPC's recommendation. Ordered WPC to notify property owners.
14.	Received Sewer Construction Permit for Arlington Park, Section XVI, from North Eastern Construction Co., Inc. A portion of said sewer is to be 15" in diameter as planned. Oversizing charge paid by City Utilities and recouped from Allen County Regional Sewer District at time of connection of Lockville Addition.	Approved and forwarded to WPC for their distribution.
15.	Received petition for water main extension on Inwood Drive from Lake Avenue to Lakeside Golf Course.	Approved and forwarded to Water Eng. Department for their investigation.
16.	Received recommendation from WPC Eng. that Board of Public Works give permission to expend funds up to $5,000.00 to proceed with cost sharing of Illinois Road (SR#14) and Thomas Road project. Also received invoice in the amount $2,300.00 from Dailey Asphalt for payment of stormsewer construction outside the limits of subject highway construction.	Approved and payment payed from Sewer Relief Funds (Civil City).
17.	Received recommendation from WPC Eng. that we accept College Park Condominiums, Phase I, as part of the City's sewer system.	Approved and acceptance letter sent to Geiger Developing, Inc.

18.	Received recommendation from WPC Eng. Dept. to accept College Park Condominiums Sanitary Sewer Sec. III as part of the City's sewer system.	Approved and acceptance letter written to Geiger Developing, Inc.
19.	Received recommendation from WPC Eng. Dept. to accept College Park Condominium Phase II as part of the City's sewer system.	Approved and acceptance letter written to Geiger Developing, Inc.
20.	Received recommendation from Duane Embury that we give time extension to T-G Excavating for "Evard Road - Ramblewood Drive Pump Station.	Approved.
21.	Received executed contract for Res. 6035-85 Spy Run NSA-85 from Hipskind Concrete Corp.	Approved and sent to Common Council February 25, 1986.
22.	Received Change Order #1 for Water Contract 85-XP-2 - Dalman-Smith Road Feeder Main (GM Proj.) in the amount of $6,058.33, Douglas N. Higgins, Inc., Contractor.	Approved and sent to Common Council February 25, 1986.
23.	Received the following driveway permits. C-4-86/1829 E. Creighton/Custom Steel Erecting C-2-86/3600 Blk. Vance Ave./Security Leasing	Approved.
24.	Received proposed 1986 Professional Services Contract for Jim Scott. This is a City Utilities Contract for Special Consultant Services. This agreement states that compensation payments shall not exceed the sum of $15,000.00.	Approved and copy herein incorporated.
25.	AWARD CONTRACT - Received tabulation and recommendation for Res. 898-85 - Doenges Sanitary Sewer.	Awarded to All Star Const. & Excavating, Inc. in the amount of $13,285.00. Sent to Common Council on March 11, 1986.

Meeting adjourned at 10:00 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, February 19, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	AWARD CONTRACT Received tabulation and recommendation from WPC Engineering for Res. 416-85 Amended - Paulding Road - Old Decatur Road Storm Sewer Repair.	Awarded to Land Excavating, Inc. in the amount of $38,560.00 for Alternate Bid. Bids to be extracted from Storm Sewer Relief Funds. Prior approval requested from Council on February 25, 1986.
2.	Received City Utilities Invoices from Technical Services for Bluffton Road and Maplecrest Road projects totaling $15,799.00.	Approved and charged to LR&S Account indicated out of Fund 138.
3.	Received Invoice #297 dated Feb. 27, 1986, in the amount of $1,128.25 from Tank Industry Consultants, Inc., for inspection on GM Elevated Tank - Div. W-3, Contract #85-W-3.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63755.
4.	Received invoice for Pitometer Study, Partial Payment #9 Invoice dated Jan. 31, 1986, from the Pitometer Associates, Inc.	Approved and forwarded to City Utilities Accounting to be charged to Work Order #63678.
5.	Received Partial Payment #2 from All Star Construction & Excavating, Inc. for work performed on Water Main to North American Van Lines, Contract 85-XP-7, in the amount of $34,089.90.	Approved and forwarded to City Utilities Accounting to be charged to Work Order #63770.
6.	Received Notice of Main Extension for Hacienda Village Water Contract No. 8406.	Approved and forwarded to WPC for their recording.
7.	Received Sewer Construction Permit for Northcrest Business Center Office Park Sanitary Sewer Relocation from Philip Knapke.	Approved and B. O. 44-86 issued.
8.	Received Sewer Construction Permit for Washington Center Road & Lima Road - Spy Run Interceptor Sanitary Extension (Marathon Oil Co.) from John R. Donovan.	Approved and B. O. 45-86 issued.
9.	Received for Board review and adoption Ludwig Circle Sanitary Sewer - Resolution #899-86. This is to be a Revolving Barrett Law Funded Project.	Approved and adopted. WPC to advise dates for advertising.
10.	Received for Board review WPC recommendation Evangel Assembly of God Lift Station advertisement for the award of a construction contract on Res. 415-85.	Advertisement dates 2/21 & 2/28/86 with date to receive bids 3/12/86.
11.	Received petition for curbs and sidewalks from H. R. Goetz at 2914 Sherborne.	Approved and forwarded to Street Eng. for their investigation.
12.	Received petition for installation of street lighting at 700 block of Hofer from Mr. & Mrs. Lester Hutson and neighbors.	Approved and forwarded to Street Lighting for their investigation.

13. Received recommendation from Water Engineering Department that we accept Breconshire, Phase II Water Contract No. 8517.

Approved and acceptance letter sent to Graber Excavating.

14. Received payment from All Star Construction & Excavating for Winchester Road Sanitary Sewer - Resolution 404-1984 in the amount of $10,184.18. $2,000.00 is to be held in retainage.

Approved and forwarded to Controller's Office to be paid from Barrett Law Revolving Improvement Fund.

15. Receive the following encroachment reports:

Approved.

Y.M.C.A. - 226 E. Washington Blvd. - Y.M.C.A.
Jefferson Pharmacy - Helen & Esther H. Griffith
Clay & Berry - Shideler Realty Company (west curb line Clay)
Clay & Berry - Eleanor E. Shideler (north curb line Berry)

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, February 26, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS: — No award date set.

   Project 86-W-2 - Waterworks Park Confluence Dredging

ALL STAR CONST.	$ 378,246.00
JOHN DEHNER, INC.	290,884.00
FLEMING EXC.	243,936.00
Engineer's Estimate	338,800.00

2. Received partial payment #1 from T-G Excavating, Inc., for work performed for Contract 85-XP-9, Ardmore Avenue Water Main, in the amount of $12,773.25. — Approved and forwarded to City Utilities to be charged to Work Order 63869.

3. Received pay invoice #6 for engineering services in connection with the Master Plan Update for the WPC Plant. This is a final invoice for this project and is in the amount of $8,500.00. — Approved and forwarded to City Utilities Accounting to be charged to Work Order 72967.

4. Received invoice dated January 31, 1986 from Pitometer Associates in the amount of $6,412.50 for work performed on Pitometer Survey - Master Plan Study. — Approved and forwarded to City Utilities to be charged to Work Order #63678.

5. Received invoice in the amount of $6,390.00 for engineering services rendered January 1986 for Optimization Study at Three Rivers Water Filtration Plant in accordance with the Contract between the City of Fort Wayne and McNamee Porter and Seeley dated March 20, 1985. — Approved and forwarded to City Utilities Accounting.

6. Received request from the Fort Wayne City Plant Commision whereas St. John Baptist Catholic Church petition to hold a hearing upon the vacation of a portion of Pasadena Drive. — Approved and Resolution 76-18-6 adopted.

7. Received the following driveway permits. — Approved.

   C-3-86/2623 Chichester Ln./Heidelburg Homes
   C-5-86/300 E. Cook Rd./Plantation Supply

8. Received plat of Poplar Ridge submitted by City Plan Commission. — Approved

9. Received Water Contract No. 8521 - Schomburg Dells for the Board's execution. — Approved and forwarded to Water Engineering.

10. Received an amendment to Executed Agreement for sanitary sewer to serve Arlington Park Sec. XVI Sanitary Sewers. — Approved.

11. Received Sewer Construction Permit for Lincoln Parkway and Hadley Road Sanitary Sewer Extension from Gary H. Hilgeman.	Approved and B. O. 49-86 issued. Forwarded to WPC for their recording.
12. Received petition for curbs and sidewalks at 217 E. Branning Avenue from Gary E. Siebern.	Approved and forwarded to Street Engineering for their investigation. B. O. 50-86 issued.
13. Received Escrow Agreement from Douglas N. Higgins, Inc. for Project 85-XP-2, Dalman-Smith Feeder Main. Lincoln National Bank is the Escrow Agent.	Approved.
14. Received Improvement Resolution for curb and sidewalk, drive approaches and street lighting for Hoagland/Masterson NPI'86, Res. 6039-86.	Approved and adopted. Dates for advertising 2/28 & 3/7/86 with date for receiving bids 3/19/86.
15. Received Improvement Resolution for the construction of curbs and sidewalks known as Oxford NPI "86 area, Resolution 6041-86.	Approved and adopted. Dates for advertising 2/28 & 3/7/86 with date for receiving bids 3/19/86.
16. Received for Board approval documentation from Glendon L. Shoda and Mary L. Shoda saying that they are the grantors to the Maplewood Utilities, Inc. of an utility easement and they signed Affidavit as commitment for compensation in lieu of any cash payment for the said easement.	Approved.
17. Received agreement for Sewer Extension between Gary H. Hilgeman, Pamela E. Hilgeman, and Bettie J. Hilgeman, and the Board of Public Works for Lincoln Parkway and Hadley Road Sewer.	Approved and copy herein incorporated.
18. Received request for release of retainage from All Star Construction & Excavating for Winchester Rd. Sanitary Sewer - Res. 404-84 in the amount of $2,000.00.	Approved and forwarded to Controller's Office to be paid from Barrett Law.
19. Received request from Earth Construction Co., to deposit $22,046.85 to Escrow Agent, Fort Wayne National Bank, Atten. Cristine Logan, Trust Department, for Res. 6021-85, Maplecrest Road Extension.	Approved and paid from Civil City.
20. Received acknowledgement of authorization to proceed with plans, specs and bid documents for dredging at river confluence to accomodate the new fountain.	Approved.
21. Received invoices for Technical Services Labor on Cook Road, Industrial Park (Summit Park) Project thru 10/10/85. The total amount is $6,503.00.	Approved and ordered payment from LR&S.
22. Discussion regarding Kroger Company proposed agreement between the City & Kroger Company in reference to their participation in the cost of widening East State between Spy Run and Clinton Street.	Board taking under advisement and referred to City Attorney for comment.

Meeting adjourned at 10:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, March 5, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Received partial payment #5 in the amount of $1,319.50 from Owens-Russell Associates for works performed on Southwest Interceptor S-2, Res. #407-85, Phase I thru V.	Approved and forwarded to City Utilities Accounting and charged to Work Order #72855.
2. Received pay request from EMA for engineering services on the Computerization Project at the WPC Plant in the amount of $2,459.67.	Approved and forwarded to City Utilities Accounting.
3. Received invoice from Bercot, Inc. in the amount of $1,399.00 for work performed on Lake Forest, Phase II Sewer Project.	Approved and forwarded to City Utilities Accounting and charged to Work Order #72985.
4. Received Partial Payment #10 in the amount of $2,718.00 for work performed on Summit Park, Res. 74-150-2, EDA #06-01-02027. Further retainage monies in the amount of $302.00 to be issued to Decatur Bank & Trust Co., 520 N. 13th Street, Decatur, Indiana.	Approved and forwarded to City Utilities Accounting and charged to Work Order 72861.
5. Received Water Pollution Control Plant Treatment Agreement between the City of Fort Wayne, Indiana, and the Town of Grabill, Indiana	Approved and copy herein incorporated.
6. Received recommendation from Water Engineering Department that we accept Gleneagles Water Contract No. 8510 as part of the City's water system.	Approved and acceptance letter written to John Dehner, Inc.
7. Received recommendation from Water Engineering Department that we accept Ludwig Park Drive Water Resolution 1032-84 as part of the City's water system.	Approved and acceptance letter written to Scheidleman Excavating Company.
8. Received recommendation from Street Engineering Department that we accept streets for Breconshire Phase II.	Approved and acceptance letter sent to Graber Excavating with copy to Westbridge Company, Inc.
9. Received the following driveway permits. P-3-86/4625 Coldwater Rd./Brooks Const. C-6-86/1615 Directors Row/Wayne Asphalt C-7-86/600 W. Main St./Brooks Construction	Approved.
10. Received request from Mr. John McIntyre for an extension of time to connect to Lincolndale public sewer. Extension time is September 30, 1986.	Approved.
11. Received memo from McNary Paint & Wallcovering regarding their desire to place 6 foot long benches around Fort Wayne.	Approved and forwarded to CD&P for their investigation.
12. Received the following street lighting petitions. from 5101 to 5135 Oliver Kinsmoor Avenue, Brooklyn Ave. to Ozark Ave. & 1 light on 3300 block of Ozark Ave.	Approved and forwarded to Street Lighting for their investigation.

13. Received petition to construct and maintain a Heliport and Safety Net over a sidewalk from St. Joseph Hospital of Fort Wayne.	Approved and forwarded to Traffic Engineering for their investigation (copy to Carl O'Neal & V.C. Seth)
14. Received the folliwng petitions for sidewalks. 430 Lenox 1323 N. Anthony	Approved and forwarded to Street Engineering for their investigation.

Meeting adjourned at 9:35 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, March 12, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. 415-85 East State Evangel of God Lift Station — Award Contract Monday March 17, 1986. Prior approval requested March 18, 1986.

ALL STAR EXCAVATING	$25,028.85
BERCOT, INC.	29,473.00
JOHN DEHNER, INC.	33,434.25
MERGY CONST.	26,917.75
SCHEIDLEMAN EXCAVATING	44,047.50
T-G EXCAVATING	31,299.00
Eng. Estimate	31,299.00

2. Received pay request from Bonar & Associates, Inc. for work performed on Project M-F 568(2) State Blvd. (Reed Rd. to Lahmeyer Rd.) in the amount of $12,421.73. — Approved and charged to LR&S Account #138-972-0021-4431.

3. Received invoice from T-G Excavating for work performed on Contract #85-XP-5 in the amount of $186,296.50. $11,134.67 to be placed in Escrow - Anthony Wayne Bank. — Approved and forwarded to City Utilities Accounting to be charged to Work Order #63762.

4. Received invoice from T-G Excavating for work performed on Contract #85-XP-4 in the amount of $27,752.59. $2,246.85 to be placed in Escrow Account - Anthony Wayne Bank. — Approved and forwarded to City Utilities Accounting and charged to Work Order #63761.

5. Received request to place escrowed retainage in Escrow Account - Lincoln National Bank for Contract 85-XP-2, GM Water Project, D. N. Higgins, Contractor. — Approved. Work Order 63759.

6. Received partial payment #6 in the amount of $65,138.58 from Bercot, Inc. for Res. 395-83, Rehabilitation of Sewers, SSES Subsystems DS, ES, GS, KS, Federal Grant C-180775-02. Further retainage monies in the amount of $7,237.62 should be deposited in Escrow Account, Summit Bank. — Approved and forwarded to City Utilities Accounting and charged to Work Order #79082.

7. Received Invoice #3605 dated 2/26/86 in the amount of $5,580.00 from Bonar & Associates, Inc. for work performed on GM Contracts 85-W-1 Southwest Reservoir & 85-W-2, Southwest Pump Station. — Approved and forwarded to City Utilities Accounting and charged to Work Order #63758.

8. Received proposal from Howard Needles Tammen & Bergendoff for Engineering Services for Project Close Out of Sludge Handling Facilities for the City of Fort Wayne. The estimated cost for engineering services for Task #1 is $5,000, #2 - $1,000, #3 - $15,000, and Task #4 - $5,000. — Approved. Copy herein incorporated.

9. Received request for payment in the amount of $2,337.50 from Hagerman Realty Corporation as a result of negotiations by the City Land Acquisition Officer, Fred McCulloch, for crop damages on Southwest Interceptor, Res. 406-85, Phase VI.	Approved and forwarded to City Utilities to be charged to Work Order 72855, Phase VI, Land Acquisition.
10. Received request for payment in the amount of $175.00 for Malcolm Rose Property as a result of negotiations for permanent and temporary easements for property located on Lower Huntington Road, Southwest Interceptor, Res. 407-85, Phase II. Check to be made payable to Sand Point Greenhouse.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 72855, Phase II, Land Acquisition.
11. Received Improvement Resolution for curb and sidewalk #6037-86, Pontiac Place '86.	Approved and adopted. Copy herein incorporated. Notice to Contractors published 3/14 & 3/21/86 with date to receive bids 4/2/86.
12. Received Improvement Resolution for curb and sidewalk #6038-86, Hanna-Creighton '86.	Approved and adopted. Copy herein incorporated. Notice to Contractors published 3/14 & 3/21/86 with date to receive bids 4/2/86.
13. Received recommendation from Water Engineering to establish a hearing date for water main extension for McKinnie & Senate. Also received Resolution 1033-86. 55% of property owners signed petition.	Approved and adopted. Copy herein incorporated. Notice to Property Owners Thurs., 3/27/86 at 3:30 p.m..
14. Received additional petitions for storm sewers for Eastland Gardens.	Approved and forwarded to WPC Eng. Department for their investigation.
15. Received the following driveway permits: P-4-86/706 E. Pontiac St. C-8-86/706 E. Pontiac, access on Hanna	Approved.
16. Received Water Contract 8602, Arlington Park, Sec. XVI, B. O. 42-86, W. O. 63896.	Approved.
17. Board reviewed comments from the various departments regarding St. Joseph Hospital/ Heliport. They asked St. Joseph Hospital attorney to meet with City Attorney to discuss "Hold Harmless" clause.	Board will review and make determination at a later date.
18. Received Agreement between Clyde E. Williams & Associates, Indianapolis, regarding Roadway Ltg. to be installed on U.S.30 (Coliseum Blvd.) from Lake Ave. to U.S. 33 Goshen Ave. - amount $44,325.00.	Approved and copy herein incorporated.

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen D. Gochenour
Helen V. Gochenour, Clerk

Thursday, March 13, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

1. HEARING ON NOTICE TO PROPERTY OWNERS Resolution 896-85 McKinnie Avenue - Senate Avenue Sanitary Sewer	ACTION Continued to 3/27/86 at 3:30 p.m.

Hearing adjourned at 4:15 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Monday, March 17, 1986

Department of Public Works & Safety
Office of the Board
Room 910. City County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	AWARD CONTRACT ~~Received tabu~~lation and recommendation from WPC Engineering Department on Res. 415-86 - East State Evangel of God Church Lift Station.	Awarded to All Star Excavating in the amount of $25,028.85.

Meeting adjourned at 9:05 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, March 19, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — No award date has been set.

Res. 6039-86 - HOAGLAND/MASTERSON NP1 '86
curbs, walks, drive approaches, ltg.

DEHNER, INC.	$ 83,148.75
M. A. GAINES CONST.	61,593.00
HIPSKIND CONCRETE	64,220.75
MERGY CONST.	73,279.50
RIETH-RILEY	81,889.50
TOMCO CONST.	76,363.75
Eng. Est.	62,146.25

2. RECEIVE BIDS

Res. 6041-86 - OXFORD NSA '86 — No award date has been set.
curbs & walks

DEHNER, INC.	65,640.98	Base
	44,209.95	Alt. I
	93,977.10	Alt. II
HIPSKIND CONCRETE	42,749.80	Base
	34,674.00	Alt. I
	74,754.60	Alt. II
MERGY CONST.	47,749.49	Base
	43,563.43	Alt. I
	97,221.50	Alt. II
RIETH-RILEY	60,438.85	Base
	45,139.60	Alt. I
	95,726.20	Alt. II
TOMCO CONST.	63,706.60	Base
	52,884.00	Alt. I
	109,991.00	Alt. II
Eng. Est.	55,400.90	Base
	48,373.00	Alt. I
	103,244.00	Alt. II

3.	Received Partial Payment #7 from Hydrostorage, Inc., dated February 21, 1986, for work performed on Water Contract 85-W-3, GM Elevated Water Tank in the amount of $44,283.30 with Escrow Agent to be paid $2,330.70.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63755.
4.	Received invoice from Pitometer Associates for work performed on Pitometer Study through Feb. in the amount of $7,980.00.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63678.
5.	Received Partial Payment Invoice #2 from T-G Excavating, Inc., in the amount of $18,236.26 for work performed on Ardmore Water Main Contract 85-XP-9.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63869.
6.	Received Partial Payment #1 in the amount of $11,264.49 from T-G Excavating, Inc. Further retainage monies in the amount of $1,251.61 is to be deposited in Escrow Account - Anthony Wayne Bank.	Approved and forwarded to City Utilities Accounting and charged to Work Order 72786.
7.	Received invoice dated Feb. 28, 1986, from Pitometer Associates in the amount of $9,405.00 for work performed on Pitometer Survey - Master Plan Study.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63678.
8.	Received for Board's adoption Improvement Resolution #6042-86, Michigan Avenue '86, submitted by Street Engineering.	Approved and adopted. Copy herein incorporated. Notice to Contractors advertised 3/21 & 3/28/86 with date to receive bids 4/9/86.
9.	Received for Board's adoption Improvement Resolution #6043-86, Fairfield '86, submitted by Street Engineering.	Approved and adopted. Copy herein incorporated. Notice to Contractors advertised 3/21 & 3/28/86 with date to receive bids 4/9/86.
10.	Received for Board's adoption Improvement Resolution #6044-85, Landscaping the right-of-way along Wells Street from Commerce Street South to the Railroad Tracks.	Approved and adopted. Copy herein incorporated. Notice to Contractors advertised 3/21 & 3/28/86 with date to receive bids 4/9/86.
11.	Received invoices for Technical Services labor on street construction at the Cook Rd. Industrial Park Project (Summit Park) totaling $6,405.00.	Approved and paid from Board of Works Funds.
12.	Received City Utilities Invoice for the following totaling $15,521.11. Rudisill Blvd. - LOC 0007 Bluffton Road - LOC 0017 Maplecrest Road - LOC 0044	Approved and ordered paid from LR&S Account indicated out of Fund 138.
13.	Received invoice #3624 from Bonar & Associates, Inc. dated February 26, 1986, in the amount of $2,640.00 for Project M-F 568 (3) Hobson Rd. - East State Blvd. Intersection.	Approved and ordered payment from LR&S Account #138-972-0026-4431.
14.	Received recommendation from WPC Engineering to proceed with approval of Wayne Asphalt, Inc. as contractor for Miami Village-Bluffton Road Outfall Storm Sewer - Resolution 420-86 (Fort Wayne Housing Authority Project).	Approved and executed acceptance portion of proposal.
15.	Received the following driveway application. C-9-86/1319 Magnavox Way/JSH, Inc.	Approved.

15. Received Agreement between Indiana Department of Highways & City for preliminary engineering for Lindenwood Railroad Project #RRP-F 392 (1). — Approved. Copy herein incorporated.

16. Received two invoices from ARE Inc. for their services on the Pavement Management System as follows: — Approved and paid from LR &S funds.

    Invoice #1 Project #22 $40,413.00

    Invoice #2 Project #22 10,103.25

17. Received the following petitions. — Approved. Forwarded to Street Eng. Dept. for their investigation.

    Sidewalk & curb - 2809 Capitol
    Sidewalk - 4201 Fairfield Ave.

18. Received petition for street lighting on Schilling Ave., from Sinclair St. to Third St. — Approved. Forwarded to Street Lighting for their investigation.

19. Received Escrow Account Agreement on Res. #6019-85, Beacon Street from Lake Ave. to State Blvd. from Dailey Asphalt Products Company. Street Eng. recommended that we deposit $10,893.00 into this account (Summit Bank) which was retainage held back on previous invoices. — Approved and forwarded to City Utilities Accounting.

Meeting adjourned at 9:50 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

Monday, March 24, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

	Action
1. Received recommendation and tabulation for Res. 6041-86 from Street Engineering. (Oxford NPI '86)	Contract Awarded to Hipskind Concrete Corporation in the amount of $42,7[illegible] Base, Alt. #1 $34,674.00, Alt. #2 $74,754.60. Sent to Common Council March 26, 1986.

Meeting adjourned at 9:05 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, March 26, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS
Res. 417-85
Woodhurst-Belmont Storm Sewer

Award Contract 4/9/86.

ALL STAR CONST.	$127,215.00
BERCOT, INC.	169,863.50
JOHN DEHNER, INC.	153,315.23
EARTH CONST.	142,566.30
LAND, INC.	151,862.90
SCHEIOLEMAN EXC.	149,763.24
T-G EXCAVATING	196,755.88
Eng. Est.	198,800.00

2. RECEIVE BIDS
RES. 418-85
Anderson Avenue Storm Sewer

Contingent upon HUD funding.

ALL STAR CONST.	127,739.00
BERCOT, INC.	144,135.00
JOHN DEHNER, INC.	128,911.50
HIPSKIND CONCRETE	148,950.00
LAND, INC.	146,812.50
T-G EXCAVATING	163,886.50
Eng. Est.	125,025.00

3. RECEIVE BIDS
Res. 419-85

Award Contract 5/7/86.

ALL STAR CONST.	152,763.50
BERCOT, INC.	171,570.00
JOHN DEHNER, INC.	160,973.60
HIPSKIND CONCRETE	194,190.00
LAND, INC.	179,418.00
T-G EXCAVATING	195,657.00
Eng. Est.	152,420.00

4.	Received the following driveway applications: R-6-86/711 Pinehurst Dr./Empire Homes R-7-86/2221-23 Versailles Village Place/Gerald Baker R-8-86/2104-06 Versailles Village Place/Gerald Baker R-9-86/2112-14 Versailles Village Place/Gerald Baker R-10-86/2227-29 Versailles Village Place/Gerald Baker C-10-86/3900 blk. Wells St./Travis Gloyd Const. R-11-86/2318-20 Versailles Village Pl/Gerald Baker R-12-86/1912 Shorecrest Dr./Windsor, Inc. R-13-86/1503 Channel Ct./Windsor Builders R-14-86/4911 Old Maysville Rd./Lebrato Brothers R-17-86/1522 Clearwater/Hamilton Hunter R-16-86/1420 Louisdale Dr./Scott Lombard Real Estate R-18-86/1016 Easton Trail/L. D. Construction R-19-86/3731 W. State St./Owen Sordelet	Approved.
5.	Received Invoice No. IC-2051 from Clyde E. Williams & Associates, Inc. in the amount of $3,590.01 for engineering services on General Motors Project Contract 85-XP-4.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63761.
6.	Received Invoice No. IC-1616 from Clyde E. Williams & Associates for $10,191.54 for redesign and reroute of portions of the water mains to General Motors.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63692.
7.	Received Invoice #1 dated March 13, 1986, in the amount of $9,233.20 from T-G Excavating, Inc. for work performed on Res. 6036-86, Maumee River Bank Restoration. (Emergency Improvement Resolution - Miscellaneous Invitational Bid).	Approved and forwarded to City Utilities Accounting and charged per Purchase Order No. A-45998 from Appropriation #5-13-523-W10-74-431.
8.	Received February 1986 Invoice from EMA for engineering services on the Computerization Project at the WPC Plant in the amount of $3,571.88.	Approved and forwarded to City Utilities Accounting for payment.
9.	Received Certificate of Claim for crop damages on Water Contract 85-XP-4, GM Water Main Extension in the amount of $120.00 to be paid to Melvin C. and Mary Markley.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63761.
10.	Received Supplemental Agreement for Right of Way Project M-F 312 (1) Crescent Avenue Improvements from Clyde E. Williams & Associates, Inc., providing an increase from $14,811.00 previously approved to $19,800.00. The increase amounts to maximum increase of $4,989.00 of which the City's 25% share will amount to $1,247.25.	Approved. Copy herein incorporated.
11.	Received State - Local Public Agency Agreement from Indiana Department of Highways for City for construction engineering for federal aid projects - Project No. M-MG-F568(2), Des. No. 14320, East State Blvd. in Fort Wayne, Ph. 1 Road Reconstruction.	Approved. Copy herein incorporated.
12.	Received request for extension on hooking into sewer system in Lincolndale Addition from Michael and Judy Coleman, 2821 Lincolndale Avenue, Lot 104, Ft. Wayne.	Approved and 6 months extension granted.
13.	Discussion regarding Trane Company request for possible purchase of site at southwest corner of Main and Clay for a new building.	Board referred to Economic Development for discussion.

14. Discussion regarding Hoagland/Masterson NSA'86 award - Res. 6039-1986.

Board taking under advisement.

15. Received Partial Payment #3 dated 2/4/86 from D. N. Higgins, Inc. as follows for Water Contract No. 85-XP-2, Dalman-Smith Feeder GM Water Main.

$32,143.19 to Higgins, Inc.
1,320.52 to Escrow - Lincoln Nat. Bank

Approved and forwarded to City Utilities Accounting to be charged to Work Order 63759.

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, March 27,1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

	ACTION
1. PUBLIC HEARING - Res. 896-85 McKinnie Avenue - Senate Avenue Sanitary Sewer Improvement Hearing continued from 3/13/86	To be continued.
2. PUBLIC HEARING - Res. 1033-86 McKinnie Avenue - Senate Avenue Water Main Improvement	To be continued.

Hearing adjourned at 4:35 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, April 2, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS:
Res. 6037-86 - Pontiac Place '86
Curbs & Sidewalks

No award date has been scheduled. Instructed Street Engineering to tabulate & report.

GAINES CONST.	$70,642.50	Base
	18,203.75	Alt. 1
HIPSKIND CONCRETE	78,865.00	Base
	18,456.30	Alt. I
MERGY CONST.	78,401.75	Base
	21,186.00	Alt. I
RIETH-RILEY CONST.	86,582.90	Base
	21,892.65	Alt. 1
TOMCO CONST.	77,771.70	Base
	19,873.80	Alt. I
Eng. Est.	$68,288.80	Base
	16,409.80	Alt. 1

2. RECEIVE BIDS
Res. 6038-86 - Hanna-Creighton '86
Curbs & Sidewalks

No award date has been scheduled. Instructed Street Engineering to tabulate and report.

GAINES CONST.	48,164.50
HIPSKIND CONCRETE	50,170.70
MERGY CONST.	53,815.50
RIETH-RILEY CONST.	58,686.05
TOMCO CONST.	57,599.30
Eng. Est.	46,447.60

3. AWARD CONTRACT

Received tabulation and recommendation from Water Engineering Department for Water Contract 85-W-5, Maplecrest Road Cathodic Protection. They recommended that the Contract be awarded to Wallace & Tiernan, Penwalt Corp. in the amount of $7,641.00.

Approved and forwarded to Common Council April 8, 1986.

4. AWARD CONTRACT

Received tabulation and recommendation from WPC Engineering Department for Res. 418-85, Anderson Avenue Storm Sewer. They recommended that the Contract be awarded to All Star Corporation in the amount of $127,739.00.

Advised WPC Engineering that Board awarded Contract to All Star contingent upon available financing.

5. AWARD CONTRACT

Received tabulation and recommendation from Water Pollution Control Engineering Department for Res. 419-85, Prospect Avenue Storm Sewer. They recommended that the Contract be awarded to All Star Corporation in the amount of $152,763.50.

Advised WPC Engineering that Board awarded Contract to All Star Excavating contingent upon available financing.

6. Received the following driveway permits:

P-9-86/1319 Magnavox Way/JSH Inc.
P-10-86-2827 Northgate Blvd./S&T Const.
C-11-86/2120 Wayne Trace/Hipskind-Asphalt Maintenance
C-12-86/5701 Coldwater Rd./Schrock Const.-Setser Exc.
P-11-86/2802 Congressional Pkwy./JSH Inc.
C-13-86/1011 Sherman St./Schenkel & Sons
R-20-86/5710 Breconshire/Hofmann Const.
R-21-86/3415-17 Olin/Cole Const.
R-27-86/7734 Bisque Ct./Exner Construction
R-28-86/7707 Bridgewater Dr./Exner Const.
R-29-86/915 & 917 Putnam/Molargik Const.
R-133-85/2921 Overlook Dr./AAA Trucking

Approved

7. Received partial payment #7 in the amount of $70,317.00 from Bercot, Inc. for work performed on Rehabilitation of Sewers, SSES Subsystems DS, ES, GS, KS, Federal Grant 180775-02, Res. 395-83. Further retainage monies in the amount of $7,813.00 to be deposited in Summit Bank.

Approved and forwarded to City Utilities Accounting to be charged Work Order 79082.

8. Received City Utilities Invoices from Technical Services as follows:

LOC 0005

St. Joe Road	$ 644.00

LOOC 0017

Bluffton Road	5,236.00
Bluffton Road	3,584.00
Total -	9,464.00

Approved and paid from the Local Road & Street Account indicated out of Fund 138.

9. Received recommendation from WPC Engineering Department to set advertising date for Ludwig Circle Sanitary Sewer Resolution 899-1986.

Advertise Notice to Property Owners April 11, 1986 with date for Public Hearing April 24, 1986. Ordered WPC Engineering Department to prepare ownership list.

10. Received petition for streetlight on existing pole between 4118 & 4122 Warsaw and 2 lights in back of alley between 4114 and 4228 Warsaw.

Approved and forwarded to Street Lighting for their investigation.

11. Received petition for the repair and replacement of sidewalk at 2926 Shady Oak Drive.

Approved and B. O. 62-86 issued. Ordered Street Engineering to investigate and report.

12. Received petition for construction of a water main to serve Garden Park Dr. from Clinton St. to end.

Approved and B. O. 63-86 issued. Ordered Water Engineering Dept. to investigate and report.

13. Received recommendation from WPC Engineering Department that we accept Arlington XV Sewers as part of the City's sanitary sewer system.

Approved and acceptance letter written to Kurtz Excavating.

14.	Received recommendation from WPC Engineering Department that we accept Arlington Section XIV Sewers as part of the City's sanitary sewer system.	Approved and acceptance letter written to Kurtz Excavating.
15.	Received Amended Sanitary Sewer Resolution 899-1986, Ludwig Circle Sanitary Sewer.	Approved and adopted. Advertise date Notice to Property Owners April 18, 1986, with hearing date May 12, 1986. Copy of resolution herein incorporated.

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, April 9, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS: — Award Contract 4/16/86.
Res. 6042-86 - Michigan Avenue '86
Curbs & Sidewalks

Gaines Const.	$32,634.50	Base
	28,104.00	Alt. 1
Hipskind Concrete	31,233.50	Base
	27,341.00	Alt. I
Mergy Const.	33,578.60	Base
	29,139.10	Alt. I
Rieth-Riley	37,793.00	Base
	33,121.50	Alt. 1
Tomco Const.	37,768.00	Base
	34,308.50	Alt. 1
Eng. Estimate	33,435.00	Base
	29,100.00	Alt. 1

2. RECEIVE BIDS — Award Contract 4/16/86.
Res. 6043-86 - Fairfield 1986
Curbs & Sidewalks

Gaines Const.	59,417.00
Hipskind Concrete	50,079.00
Mergy Const.	58,254.50
Rieth-Riley Const.	66,334.00
Tomco Const.	60,544.00
Eng. Estimate	59,980.00

3. RECEIVE BIDS: — Award Contract 4/14/86. Prior Approval requested on 4/15/86.
Res. 6044-86
Wells Street Revitalization

Landmark Design Landscaping		
	28,200.00	Base
	22,300.00	Alt. 1
Eng. Estimate	28,670.56	

4. Received pay request from Land Excavating, Inc. for work performed on Spy Run (N.S.A.) Storm Sewer Resolution in the amount of $4,613.35. This is a reduction of retainage request. — Approved and forwarded to CD&P Accounting to be charged against P. O. 46523 and covers Spy Run NSA Federal Project App. No. 195-008-5001-4431 Block Grant 11th Year.

5. Received pay request from Pitometer Associates in the amount of $7,980.00 for work performed on Pitometer Study - Phase II through March 31, 1986. — Approved and forwarded to City Utilities Accounting to be charged to Work Order 63678.

6. Received pay request from Pitometer Associates in the amount of $8,977.50 for work performed through March 31, 1986 on Pitometer Master Plan Study. — Approved and forwarded to City Utilities Accounting to be charged to Work Order 63678.

7. Received Sewer Construction Permit, Lincoln Village, Section 1 from North Eastern Const. Co., Inc. — Approved and Board Order #65-86 issued.

8. Received Sewer Construction Permit for Saxton Run Bojrab Property Sanitary Sewer Extension from Imen Bojrab.	Approved and Board Order 66-86 issued. Copy herein incorporated.
9. Received Resolution from Fort Wayne City Plan Commission regarding vacation of utility easements in Wiebke's Homestead Addition. (Ft. Wayne Bible College)	Approved and Resolution 76-39-9 adopted.
10. Received Agreement for Contribution to Cost of Road Construction that had been executed by Security Leasing Inc. This is for the improvement of Vance Avenue from Coliseum Blvd. to a point east of Sherborne Avenue.	Approved. Copy herein incorporated.
11. Received for Board's execution Resolution on Water/Sewer Rates recommending to the Common Council that new fees be established and after public hearing, adopt General Ordinance repealing Chapter 24 of the Municipal Code of the City of Fort Wayne and adopting the Revised Chapter 24.	Approved. Copy herein incorporated.
12. Received request from Timothy S. Harris for extension of time to connect to the public sewer - 30 day extension.	Approved.
13. Received Gardening Permit from Howard C. Leclaire and Illeane Leclaire, 1015 N. Anthony Boulevard, for property immediately west of lot 31, Anthony Blvd. Place Addition, 1000 block Garfield Street.	Approved.
14. Received petition for repair and replacement of curbs at 1213 Huffman Blvd. from John M. Sanford.	Approved. B. O.67-86 issued and ordered Street Engineering to investigate and report.
15. Received for Board Approval Resolution 421-86, Oswego Sanitary Sewer Line Repair.	Approved and adopted. Ordered WPC to prepare plans and specs and to advise advertising dates.
16. AWARD CONTRACT Res. 417-85 - Woodhurst - Belmont Storm Sewer Received tabulation and recommendation from Water Pollution Control Engineering Department to award the above to All Star Construction in the amount of $128,815.00	Approved. Awarded to All Star Construction in the amount of $128,815.00. Contract sent to Common Council on April 22, 1986.
17. AWARD CONTRACT Res. 6037-86 - Pontiac Place '86 Received tabulation and recommendation from Street Engineering Department to award the above to Gaines Construction Co., Inc.	Approved. Awarded to Gaines Construction in the amount of $69,950.00. Contract sent to Common Council on April 22, 1986.
18. AWARD CONTRACT Res. 6038-86 Hanna-Creighton '86 Received tabulation and recommendation from Street Engineering Department to award the above to Gaines Construction Co., Inc.	Approved. Awarded to Gaines Construction in the amount of $48,313.50. Contract sent to Common Council on April 22, 1986.

19. Received the following driveway permits. — Approved.

P-4-86/706 E. Pontiac Street/Vernice May/DBA Asphalt (Revision 2) & Drive Repair
P-4-86/706 E. Pontiac Street/Vernice May/DBA Asphalt (Revised) & Drive Repair
P-7-86/409-421 E. Cook Rd./Brooks Const.
P-14-86/Willow Creek Crossing Phase V, VI 7 lots on East Lawn Dr./Brooks Const.
C-15-86/628 E. Lewis/A & E Const.
C-16-86/Willow Creek Crossing Phase V, VI 7 approaches on East Lawn Dr.
P-17-86/5200 Bluffton Rd./Brooks Const.
P-18-86/3200 Leroy Ave./Brooks Const.
P-18-86/5200 Bluffton Rd./Brooks Const.
R-24-86/6235 Neighbor Dr./Delagrange Homes
R-22-86/6223 Neighbor Dr./Delagrange Homes
R-23-86/6229 Neighbor Dr./Delagrange Homes
R-25-86/6220 Neighbor Dr./Delagrange Homes
R-26-86/6226 Neighbor Dr./Delagrange Homes
R-30-86/3240 Sandpoint Rd./Jim McCormic
R-33-86/1517 Clearwater/Windsor Inc.
R-46-86/909 Easton Trail/Bridgeport, Inc.
R-47-86/7729 Weymouth Cr./Bridgeport, Inc.
R-48-86/5322 Inland Trail/Bridgeport, Inc.

20. Discussion on request by Community Action of Northeast Indiana, Inc. (CANI) for monetary assistance in repair of collapsed drive ramp and sidewalk section. — Board did not approve any monetary assistance.

21. Discussion regarding portable pumps with Duane Embury, WPC Engineering and John Moran, WPC Maintenance. They recommended to purchase 3 (three) 2" pumps with hose, 3 (three) 3" pumps with hose and 4(four) pumps with hose and an estimated cost of $46,000. Low bidder was Tri River Tractor. — Approved and awarded to Tri River Tractor.

22. Hearing continued from March 27, 1986 on Res. 896-85 McKinnie Avenue - Senate Avenue Sanitary Sewer Improvement. Time up to receive remonstrances Monday April 7, 1986. No remonstrances received. — Confirmed. Ordered WPC to prepare plans plans and specifications.

23. Hearing continued from March 27, 1986 on Res. 1033-86, McKinnie Avenue - Senate Avenue Water Main. Time up to receive remonstrances Monday April 7, 1986. No remonstrances received. — Confirmed. Ordered Water Engineering to prepare plans and specifications.

Monday, April 14, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. AWARD CONTRACT

Received tabulation and recommendation from Tom Cain, Senior Urban Designer, CD &P, for Res. 6044-86, Wells Street Revitalization III, Tree Project, that we award to only bidder Landmark Design Landscaping, Co.

Approved and awarded to Landmark Design Landscaping Co. in the amount of $28,330.00. Prior Approval requested Tuesday, April 15, 1986.

Meeting adjourned at 9:10 a.m.

David J. Kiester, Member

Lawrence D. Consalvos, Member

Cosette R. Simon, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, April 16, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS

Res. 420-86 - Miami Village Apartments
Storm Sewer Separation

Award April 23, 1986

BERCOT, INC.	$246,720.75	Ph. II
	30,900.00	Ph. I
DEHNER, INC.	163,540.91	Ph. II
	9,876.60	Ph. I
LAND EXC.	154,200.00	Ph. II
T-G EXC.	165,253.70	Ph. II
	10,680.00	Ph. I

Engineer's Est. Phase II - $178,380.00
Phase I - 9,700.00

2. Received the following driveway permits:

Approved.

P-12-86/2312 N. Clinton St./Mike's Asphalt/Classic Stereo
P-15-86/1133 S. Clinton St./Construction Design
P-16-86/3511 Engle Rd./Felderman Construction
C-17-86/1133 S. Clinton St./Construction Design
P-19-86/3915 Mobile Ave./Felderman Const.
C-19-86/3512 Cavalier Dr./Felderman Const.
C-21-86/112 E. Wallace St./Schenkel-Witner
R-31-86/453 Dalgren Ave./Toscos Concrete Const. Co.
R-34-86/4740 Winter St./Howard Miller & Associates
R-35-86/4746 Winter St./Howard Miller & Associates
R-36-86/6832 River Haze Rd./Worthman Homes
R-50-86/7516 Bridgewater Dr./L. D. Const.
R-51-86/2701 Autumn Leaf Ln./Scott Lombard
R-57-86/7821 Tendall Ct. Wayne Johnson Const.
R-134-85/2422 Wood Valley Dr./ Hill Exc.
P-13-86/1313 Production Rd./S. E. Johnson
C-25-86/714 W. Coliseum/Hill Excavating
C-14-86/1313 Production Rd./S. E. Johnson/Dailey Asphalt
P-22-86/714 W. Coliseum Blvd./Hill Excavating

3. Received pay request from Hipskind Concrete Corporation in the amount of $8,648.37 for work performed on Spy Run NSA - Res. 6035-86.

Approved and paid from CD & P Acctg.

4. Received final invoice in the amount of $6,876.50 from Hipskind Concrete for work completed on Res. 6031-85, Fairfield NSA, Phase 1.

Approved and forwarded to CD&P Acctg. and charged to Appropriation 1-95-008-FFC-14-431 per P. O. A-41095.

5. Received invoice from Emery Worldwide for Contract 85-W-5 - Maplecrest Tank Cathodic Protection, in the amount of $11.00.

Approved and forwarded to City Utilities to be charged to W. O. 63872.

6. Received partial payment #2 in the amount of $45,357.27 from T-G Excavating, Inc. for work performed Res. 402-84, St. Joe Pump Station Elimination. Further, retainage monies in the amount of $1,728.48 to be deposited in escrow account at Anthony Wayne Bank.

Approved and forwarded to City Utilities Accounting and charged to W. O. 72786.

7. Received sanitary and storm sewer construction permits for Willow Creek Crossing, Phase V and VI from Sentry Management Services, Inc.	Approved and Board Order 69-86 and 70-86 issued.
8. Received sewer construction permit for Old Maysville Road (Caribe Colony) Sanitary Sewer from Mark & Julie Braun.	Approved and Board Order 71-86 issued.
9. Received Encroachment Report from Jane D. Adams, 1333 Maple Avenue.	Approved.
10. Received Garden Permit application from Walter and Helen B. Foster, 1011 N. Anthony Blvd. for Lot 34, Anthony Blvd. Place Addition and extending 10' of the dike.	Approved.
11. Received Garden Permit Application from Joseph Haifley, 4433 S. Lafayette Street, for plot of ground directly behind 1001 N. Anthony Blvd. which consists of 49.17' width running to riverbank. All in Anthony Blvd. Place Addn, said ground crosses unopen Garfield Street.	Approved.
12. Received petition for sanitary sewers on Sheridan Road from Steven Feipel and Sandra Feipel.	Approved and B. O. 72-86 issued. Ordered WPC Engineering to investigate and report.
13. Received the following petitions for street lighting.	Ordered Street Lighting to investigate and report.
Decatur Rd. from Lafayette Street to Paulding Rd.	L. O. 5339 Issued
Shady Court.	L. O. 5338 Issued
14. Received the following petitions for curbs & walks.	Ordered Street Engineering to investigate and report.
Webster Street/Oakdale Drive	B. O. 74-86 issued.
300 bl. French Ave.	B. O. 75-86 issued.
15. Received petition for resurfacing of streets on Penmoken.	B. O. 73-86 issued. Ordered Street Engineering to investigate and report.
16. Received requests from Quarter Century Club to incur necessary expenses for Quarter Century Club Annual Dinner Meeting - May 9, 1986. The cost will be approximately $1,000.00.	Approved and to be charged to City Utilities Account A924, "Special Events and Employee Relations".

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, April 23, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	AWARD CONTRACT Received tabulation and recommendation from WPC Engineering Department regarding Miami Village Storm Sewer Separation - Phases I and II. Res. 420-1986	Phase II awarded to Land Excavating, Inc. in the amount of $154,200.00. Sent contract to Common Council on 5/13/86. Prior Approval requested. Phase I to be placed "on hold". John Dehner, Inc. was low bidder with a bid of 9,826.60.
2.	Received claim from Indiana Construction Corp. representing final payment on Contract 84-W-2, Northwest Pump Station, in the amount of $25,911.92.	Approved and ordered payment from City Utilities Accounting to be charged to W. O. 63631.
3.	Received Invoice #351 dated April 2, 1986, in the amount of $484.00 from Tank Industry Consultants, Inc. for inspection services on GM Elevated Tank - Div. W-3, Contract 85-W-3. Also received executed letters of release of escrow, certificate of substantial completion, Change Order No. 2 (Final) and completion Affidavit. Check to be made payable from Fort Wayne National Bank to City in amount of $435.18.	Approved and ordered payment from City Utilities Accounting to be charged to W. O. 63755. Sent release of funds, both principal and interest, from Escrow Acct. No. 4069000, to Fort Wayne National Bank. Acceptance letter sent to Indiana Construction Corporation.
4.	Received invoice from Bonar & Associates for River Confluence Project in the amount of $5,479.45.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 54903.
5.	Received Sewer Reimbursement for Trier Road Medical Center, 6130 Trier Road, entered into between the City and Northeast Redi-Med Building Partnership.	Approved. Forwarded copy to New Water/Sewer Permits.
6.	Received Sewer Construction Permit for Concord Hills II - Phase II, from Northeastern Const. Co., Inc.	Approved and Board Order 77-86 issued.
7.	Received Resolution for adoption of the Board of Public Works and Safety, rescinding the previous Notice of Main Extension and assessments on Centennial Industrial Park Sec. III, Contract 83-XP-5.	Approved and forwarded to County Recorder's Office to be recorded. Copy herein incorporated.
8.	Received the following driveway permits. C-20-86/4902 Lima Rd./Miller & Associates C-26-86/1219 S. Lafayette St./Hawk Const. R-59-86/701 Glazier/H. Gingerich Builders R-60-86/1729 Frenchmans Crossing	Approved.
9.	Received Wayne Trace/Gretna Avenue Sanitary Sewer Extension in response to inquiry from Property Owner at 3711 Gretna Avenue, Willa Campbell.	Not Approved.
10.	Received petition for sidewalk and repair of alley entrances - 1000 block of Schick Street.	Approved and Board Order issued. (76-86) Ordered Street Engineering

11. Received Notice to Contractors for the following. Water Improvement Res. #1033-86 McKinnie-Senate Avenue Water Main	Advertisement Notice to Contractors published 4/25 & 5/2/86 with date to receive bids 5/14/86.
Res. 896-85 - McKinnie - Senate Avenue San. Sewer	Same as above.
Water Contract 86-XP-1 - Hoagland Ave. Water Main	Same as above.
Water Contract 86-XP-2 - W. Jefferson Water Main	Same as above.
12. Received Change Order No. 2 prepared by Bonar & Associates for The Robert Henry Corporation reflecting all of the changes of this pump station project from the additional piping work and mechanical changes. This increase is in the amount of $81,246.39 changing original contract amount to $555,400.00. This is for Contract 85-W-2.	Approved and forwarded to Common Council on May 13, 1986.
13. Received Change Order #1 and FINAL which is a decrease change order in the amount of $5,066.00 for Res. 416-85, Paulding Road - Decatur Road Point Repairs.	Approved and forwarded to Common Council on May 13, 1986.
14. Received Change Order 2 from Indiana Construction Company for Contract 84-W-2, Div. II which is a decrease of $435.18.	Approved and forwarded to Common Council on May 13, 1986.
15. Received miscellaneous bids for Broadway Tree Replacement (invitational). Maxwell Tree Service $6760.00 Bruce Ewing Landscaping 7441.05 Landmark Design 6316.00 Bartlett Tree 5814.00	Awarded to Bartlett Company in the amount of $5814.00.

Meeting adjourned at 9:45 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, April 30, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	AWARD CONTRACT Received tabulation and recommendation from Street Engineering to award Res. 6039-86, Hoagland/Masterson NPI '86 to M. A. Gaines Construction Co., Inc. in the amount of $61,593.00.	Awarded to M. A. Gaines in the amount of $61,593.00. Contract sent to Common Council on May 13, 1986.
2.	Received Partial Payment Invoice No. 3 received from T-G Excavating, Inc. for work performed on Ardmore Avenue Water Main Contract 85-XP-9 in the amount of $25,603.19.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 63869.
3.	Received partial payment #11 in the amount of $2,802.77 from Fleming Excavating, Inc. for work performed on Summit Park.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 72861 - EDA #06-01-02027.
4.	Received Street Engineering Invoices for CD & P projects from 1/2/86 to 3/29/86. These totaled $8,633.91 - Invoices 1 thru 9.	Approved and forwarded to CD & P for payment.
5.	Received pay invoice 3697 for professional services pursuant to Bonar & Associates, Inc. dated April 25, 1984, in the amount of $728.55 for work performed on Bluffton Rd. Project M-F 080 (1).	Approved and forwarded to Accounting for payment.
6.	Received invoice from Tomco Constructions Co., Inc. in the amount of $1,114.00 for Flood Damage Repair at 320-326 W. Superior Street.	Approved and paid from Civil City Funds.
7.	Received recommendation from Water Engineering that we accept Seneca Hills, Sec. VI, Phase I, as part of the City's Water System, Contract 8518.	Approved and acceptance letter written to Lombard Real Estate & Development, Inc.
8.	Received recommendation from Water Engineering that we accept Baer Field Office Park, Contract 8519, as part of the City's Water System.	Approved and acceptance letter written to Earth Construction Company.
9.	Received recommendation from Water Engineering that we accept Schomburg Dells Water Main Extension, Water Contract 8521, as part of the City's Water System.	Approved and acceptance letter written to Allen County Realty, Inc.
10.	Received Sewer Construction Permit from ITT Aerospace/Optical Division for ITT Engineering & Administration Center Sanitary Sewer Extension (Southwest corner Lima & Cook).	Approved and Board Order 85-86 issued.

11.	Received Special Street Permit for Centennial Industrial Park, Sec. 5 (Corrinado Court.	Approved.
12.	Received Special Street Permit for Centennial Industrial Park, Sec. 5 (Camino Park).	Approved.
13.	Received the following driveway permits. P-20-86/2001 S. Calhoun St./Felderman Const. P-24-86/1911 Getz Rd./Terry Foster R-58-86/2101 Kenwood/Mergy Const. R-62-86/3929 Plaza/Hipskind Concrete R-64-86/2419 Bellflower/Scott Lombard R-63/86/1311 Normandale/Scott Lombard	Approved.
14.	Received final action approving Declaratory Res. #1443-1985, Declaratory Resolution for the condemnation of a right of-way for the acquisition of Burma Road.	Approved and copy herein incorporated. Sent to Recorders Office to be recorded.
15.	Allen County Regional Sewer District Board requested a financial committment from the City to construct sanitary sewers in the Hacienda, Lockville, Lexington Heights and Carlisle Place.	Board advised the Allen County Regional Sewer District Board that the City will take the request under advisement and discuss with it's staff alternative ways to assist in financing the projects.
16.	Received request from Kathy Moses from Economic Development on behalf of Shambaugh and Son, Inc. for financial assistance by the City for installation of "off-site" utilities on Cook Road Development for future offices of Shambaugh & Son.	Board approved 40% assistance.
17.	Received Resolutions of the Board of Public Works & Safety of Fort Wayne approving the St. Joseph Hospital of Fort Wayne, Inc.'s "Petition to Contract and Maintain a Heliport and Safety Net Over a Sidewalk:.	Approved and copy herein incorporated.
18.	Received Agreement between Indiana Department of Highways and the City for Project No. MAM-M-F368 (2), DES. No. 14320, East State Street.	Approved and copy herein incorporated.
19.	Received Agreement between Indiana Department of Highways and the City for Project RRP-F592, Des. 22670, Lindenwood Road at N & W in Fort Wayne.	Approved and copy herein incorporated.
20.	Received Water Contract 8604 - Willow Creek Crossing, Phase V & VI from Willow Creek Ltd.	Approved. B. O. 64-86 - W. O. 63908.

Meeting adjourned at 10:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, May 1, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Hearing - Notice to Property Owners
   Res. 899-86 - Ludwig Circle Sanitary
   Sewer (Amended)

Continued to May 15, 1986.
Remonstrances due by May 12, 1986 - 5:00 p.m.

Hearing adjourned at 4:15 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, May 7, 1986

Department of Public Works & Safety
Office of the 8oard
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Received pay request from Three Rivers 8arricade & Equipment Company for St. Joe 8lvd. Dike Repair in the amount of $40.00. — Approved and paid from Civil City.

2. Received Invoice #2 dated May 1, 1986, in the amount of $8,298.00 from T-G Excavating Inc. for work performed on Res. 6036-86, Maumee River Bank Restoration. — Approved and forwarded to City Utilities to be paid from Appropriation 5-13-523-W-10-74-431 per P. O. A-45998.

3. Received partial payment #8 in the amount of $42,417.30 from 8ercot, Inc., for work performed on Rehabilitation of Sewers, SSES Subsystems DS, ES, GS, KS, Federal Grant C-180775-02, Res. 395-83. Retainage monies to be deposited in Escrow Account, Summit 8ank, in the amount of $4,724.15. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 79082.

4. Received pay request from Land Excavating, Inc., for work performed on Spy Run (N.S.A. Storm Sewer Res. 414-85, in the amount of $6,639.78. — Approved and forwarded to CD&P Acctg. for payment. Federal Project App. 195-008-SR-01-4431 Block Grant 11th yr.

5. Received Contract for Lincoln Village Section 1, Contract 8606, 8. O. 78-86, for board's execution, from Water Engineering, North Eastern Const. Co. — Approved.

6. Received Contract for Lincoln Village Section II, Contract 8607, B. O. 78-86, for board's execution forwarded by Water Engineering, North Eastern Const. Co. — Approved.

7. Received Contract for Wheatridge, Section II - Water Contract 8609, 8. O. 82-86, forwarded from Water Engineering Department, North Eastern Const. Co. — Approved.

8. Received Agreement Between the City of Fort Wayne and the Residents of the Hessen Cassel Area regarding Capital Services and Non-Capital Services. — Approved and copy herein incorporated.

9. Received request by Shambaugh & Son Inc. for deferrment on sanitary sewer assessment for 60 acres until developed at Cook Road development. — Deferrment on assessment approved.

10. Received the following driveway applications. — Approved.

R-53-86/2814 Autumn Leaf/W. L. Anderson
R-52-86/2814 Overlook Dr./W. L. Anderson
R-54-86/5025 Huser/W. L. Anderson
R-55-86/4205 Clear/W. L. Anderson
R-56-86/4209 Clear/W. L. Anderson
R-72-86/3337 Collegiate/8ob Houser
R-73-86/4927 Southwood Ave./Robert Houser
P-8-86/520 Spring Street/Brooks Const.
P-23-86/1219 S. Lafayette Street/Hawk Const.
P-25-86/4302 E. State/Zunbrun Const. Co.
P-27-86/5601 Industrial Rd./Wayne Asphalt
P-28-86/5701 Coldwater Rd./Brooks Const.
C-29-86/1120 Barr St./Robert Houser
C-30-86/2801 Covington Rd./Kelly Box & Packaging
C-31-86/230 E. Collins/Wayne Asphalt

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, May 14, 1986

Department of Public Works & Safety
Office of the 8oard
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member
Helen V. Gochenour, Clerk

1. RECE1VE 81DS:
   Res. 1033-86 - McKinnie-Senate Water Main

All Star Excavating	$52,060.03
8ercot, Inc.	77,498.00
Dehner, Inc.	58,461.08
Hipskind Concrete	53,660.20
Land Excavating	53,215.00
Tomco Const.	49,434,00
Eng. Est.	58,270.00

   Award Contract 5/21/86.

2. RECE1VE B1DS
   Res. 896-85 - McKinnie-Senate San. Sewer

All Star Excavating	38,464.85
8ercot, Inc.	66,542.50
Dehner, Inc.	51,385.50
T. G. Excavating	47,800.30
Eng. Est.	37,761.50

   Award Contract 5/21/86.

3. RECE1VE 81DS
   Res. 86-XP-2 - W. Jefferson 81vd. Water Main

All Star Excavating	31,293.40
8ercot, Inc.	47,110.00
Dehner, Inc.	38,788.98
Land Excavating	32,890.00
Eng. Est.	30,085.00

   Award Contract 5/21/86.

4. RECE1VE 81DS
   Res. 86-XP-1 - Hoagland Water Main

	Prestressed Pipe	Class 50 Ductile Pipe
All Star Excavating		182,128.00
Bercot, Inc.	317.184.00	313.584.00
Dehner, Inc.	158,163.33	158,163.33
Land Excavating	146,684.00	138,044.00
Eng. Est.	127,302.00	122,427.00

   Award Contract 5/21/86.

5. Received invoice dated 4/30/86 from Pitometer Associates in the amount of $13,680.00 for work performed on Pitometer Master Plan Study.

   Approved and forwarded to City Utilit Acctg. and charged to W. O. 63678.

6. Received invoice 1C-9277 from Clyde E. Williams & Associates in the amount of $1,069.50 for Crescent Ave. 1mprovements - M-F312 (1).

   Approved and paid from Civil City Acct. 138-972-0006-4431.

7. Received request from WPC Eng. for emergency P. O. in the amount of $15,000.00 for "GM" Southwest Quardrant Interceptor - Phases 1 and 11.

   Approved and WPC Eng. to prepare Change Order.

8. Received pay requests from Land 1nc. in the amount of $30,144.60 and $3,349.40 for a total of $33,494.00. This was for work performed on Res. 416-85, Paulding-Decatur Rd. Point Repairs.

   Approved and forwarded to City Utilities Accounting and charged to W. O. 72996.

9. Received partial payment #3 in the amount of $28,900.37 from T-G Excavating, 1nc. for Res. 402-84, St. Joe Pump Station Elimination. Retainage monies to be deposited in Anthony Wayne 8ank in the amount of $1,521.08.

   Approved and forwarded to City Utilities Accounting to be charged to W. O. 72786.

10.	Received Invoice #4 from Gaines Construction Co., Inc. in the amount of $763.12 for work completed on Historical Museum Entrances, Res. 6013-85.	Approved and paid from LR&S funds.
11.	Received invoice #3682 dated April 17, 1986 in the amount of $2,040 from Bonar & Associates, Inc. for work performed on Contracts 85-W-1 and 85-W-2.	Approved and forwarded to City Utilities Accounting and charged to W. O. 63757 & W. O. 63758. ($1,020.00 to ea. W. O.)
12.	Received invoice #00367 dated 4/15/86 in the amount of $310.00 from Tank Industry Consultants, Inc. for inspection services at the Redwood-Chestnut Tnak, Contract 85-W-4.	Approved and forwarded to City Utilities Accounting and charged to W. O. 63782.
13.	Received partial payment #8 from Hydrostorage, Inc. for work performed on GM Elevated Water Tank, 85-W-3, $1,786.00 to Hydrostorage, Inc. and $94.00 to Escrow - Ft. Wayne Natl. Bank.	Approved and forwarded to City Utilities Accounting and charged to W. O. 63755.
14.	Received invoice #00368 in the amount of $244.00 from Tank Industry Consultants, Inc. for inspection services performed at GM Elevated Storage Tank, Contract 85-W-3.	Approved and forwarded to City Utilities Accounting and charged to W. O. 63755.
15.	Received Sewer Extension for Ridgeview Heights "Block A" San. Sewer Extension (Fricha & Seiller Avenue). This agreement is between City and Stanley A. Bradmueller & Pamela Bradtmueller.	Approved.
16.	Received Sanitary Sewer Extension Permit for Lincoln Village Sec. II from Geiger Developing, Contractor, North Eastern Const. Co., Inc., Developer.	Approved and B. O. 90-86 issued.
17.	Received Sanitary Sewer Construction Permit for Tanbark III San. Extension from Village Two, Inc., Scheidleman Excavating, Inc., Contractor.	Approved and B. O. 91-86 issued.
18.	Received Sanitary Sewer Construction Permit for Ridgeview Heights (Block A) (Fritcha Avenue and Seiller Rd.) from Stanley A. & Pamela Bradtmueller, OK Drainage, Inc., Contractor.	Approved and B. O. 92-86 issued.
19.	Received Hold Harmless Agreement between Hilton and Fine Arts Foundation whereas it was necessary to hold a "block party" as a thank you for previous fundraising activities.	Approved.
20.	Received pay request from Robert L. Thompson for services in connection with the acquisition of easements and right-of-way for Sewer Res. 407-85 and 408-85 and Water Contracts 85-XP-2 through 6, in the amount of $21,194.21.	Approved and forwarded to City Utilities Accounting to be charged to Res. 407-85 and Res. 408-85 and Water Contracts 85-XP-2 through 6.
21.	Received the following driveway applications.	Approved.

R-65-86/6328 Kiwanis Dr./Chesapeak Homes
R-66-86/6304 Kiwanis Dr./Chesapeak Homes
R-67-86/6311 Kiwanis Dr./Chesapeak Homes
R-68-86/6223 Kiwanis Dr./Chesapeak Homes
R-69-86/6229 Kiwanis Dr./Chesapeak Homes
R-70-86/6310 Kiwanis Dr./Chesapeak Homes
R-71-86/1902 Lynn Ave./John Surbeck, Jr.
R-74-86/2502 Hazelwood/J&J Services Unlimited
R-75-86/5806 Countess Dr./Melinda Strong
R-76-85/5205 Northcrest Dr./John Mazza Const.
P-6-86/1000 Sherman Blvd./Brooks Const.
P-31-86/512 Van Buren/Graber & Graber Contr.
C-28-86/2535 Wayne Trace/MA Gaines
C-32-86/6019 Illinois Rd./Hipskind Concrete
C-33-86/Engleton Dr. & Engle Rd./Earth Const.
C-34-86/3000 E. Washington/CME
C-35-86/1616 Profit/Brooks Const.
C-36-86/900 Webster St./Allen County Library

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, May 15, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Hearing on Ludwig Park Circle Sanitary Sewer - Res. 899-86.

Confirmed.
Ordered WPC Engineering to proceed with project.

Hearing adjourned at 3:40 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, May 21, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. AWARD CONTRACT Received tabulation and recommendation from WPC Engineering for Res. 896-85, McKinnie Avenue - Senate Avenue Sanitary Sewer.	Awarded to All Star Construction in the amount of $38,464.85. Sent to Common Council on May 27, 1986.
2. AWARD CONTRACT Received tabulation and recommendation from Water Engineering for Water Contract 86-XP-1, Hoagland Avenue Feeder Main.	Awarded to Land Excavating, Inc., in the amount of $146,684.00. Sent to Common Council on May 27, 1986.
3. AWARD CONTRACT Received tabulation and recommendation from Water Engineering for Water Contract 86-XP-2, W. Jefferson Water Main.	Awarded to All Star Excavating in the amount of $31,293.40. Sent to Common Council on May 27, 1986.
4. AWARD CONTRACT Received tabulation and recommendation from Water Engineering for Water Contract #1033-86, McKinnie-Senate Water Main.	Awarded to Tomco Construction Company in the amount of $49,434.00. Sent to Common Council on May 27, 1986.
5. Received partial payment #1 (FINAL) in the amount of $21,073.75 and retainage payment in the amount of $2,341.52 from Land, Inc. as recommended by WPC Eng. (Total $23,415.27) for work performed on Res. 897-85, St. Joe. - St. Joe Center Road.	Approved and forwarded to City Controller's Office to be paid from Barrett Law Revolving Fund.
6. Received Invoice #395 in the amount of $3,015.50 from Tank Industry Consultants, Inc. for inspection services on GM Elevated Tank - Div. W-3, Contract 85-W-3.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 63755.
7. Received request from Street Engineering to issue purchase order for $5,432.00 to Tomco Construction for miscellaneous bid for Proposed Paraplegic Ramps Adjacent Freiman Square and City County Bldg.	Approved and P. O. issued from Civil City.
8. Received request from City Plan Commission to hold a public hearing upon the vacation of dedicated alley - East West alley running between Glasgow Avenue & Grant Avenue. Petitioners Franke Plating Works, Inc., Falstaff Brewing Corporation, Aalco Distribution Co., Inc. and P. G. Elliott.	Approved and Res. 76-53-8 adopted.
9. Received invoice in the amount of $997.22 from Hall Drive Ins, Inc. for Quarter Century Club.	Approved and forwarded to City Utilities Accounting to be charged City Utilities Account A-924, Special Events and Employee Relations.
10. Received invoice from Bonar & Associates in the amount of $4,464.93 for professional services pursuant to Contract dated 4/25/84 for time spent on Confluence Dredging Project, Bluffton Rd & E. State . Confluence Dredging $814.48 (W.O. 54903) Bluffton Road 1,548.80 (Civil City) E. State Blvd. 2,101.93 (Civil City)	Approved and payment for Confluence charged to Waterworks Park, City Utilities and Bluffton Rd. & E. State paid from Civil City.

11.	Received pay invoices for Technical Services labor on street construction at the Cook Road Industrial Park (Summit Park Project) Invoice 603 T 365 - $1,148.00.	Approved and ordered payment from City Utilities Accounting from W. O. 72861.
12.	Received "Amended" Res. 895-1985 for Illinois Road Sanitary Sewer Extension for Board's adoption.	Approved and adopted. Advertised Notice to Property Owners May 23, 1986 published Public hearing to be held June 5, 1986.
13.	Received Res. #6045-86 - First Package Asphalt Resurfacing Program 1986 for Board's adoption.	Approved and adopted. Advertised Notice to Contractors 5/23 & 5/30/86 with date to receive bids 6/11/86.
14.	Received Res. #6046-86 - Second Package Asphalt Resurfacing Program 1986 for Board's adoption.	Approved and adopted. Advertised Notice to Contractors 5/23 & 5/30/86 with date to receive bids 6/11/86.
15.	Received Res. #4047-86 - Third Package Asphalt Resurfacing Program 1986 for Board's adoption.	Approved and adopted. Advertised Notice to Contractors 5/23 & 5/30/86 with date to receive bids 6/11/86.
16.	Received Hold Harmless Agreement entered into by Mountain Foods, Inc. d/b/a/ Blue Mountain Coffee Company ("Blue Mountain") and the City of Fort Wayne, Indiana for the periodof May 1, 1986 through October 31, 1986.	Approved.
17.	Received Sewer Construction Permit for Lincoln Village Section III from North Eastern Const. Co., Inc., Geiger Developing, Contractor.	Approved and B. O. 95-86 assigned
18.	Received Change Order 11-2 for GM Res. 408-85, Phase II, increase of $16,620. New Contract price $614,483.80, Bercot, Inc. Contractor.	Approved and sent to Common Council on May 27, 1986.
19.	Received Change Order #3 for GM 85-W-3, for increase of $5,000.00 from Hydrostorage. New Contract amount $943,099.43	Approved and sent to Common Council on May 27, 1986.
20.	Received Contract for Concord Hills, Sec. II Water Contract 8610 from North Eastern Const. Co., Inc.	Approved.
21.	Received Contract for Tanbark Trails, Sec. III, Water Contract #8611 from Village Two, Inc.	Approved.
22.	Received Contract for Lincoln Village, Sec. III, Water Contract 8608 from North Eastern Const. Inc.	Approved.
23.	Received extension for hookup to City Sewer at 5802 Winchester Road for Stephan Gayday.	Approved and extension granted. (July 21, 1986).
24.	Received easement encroachment Agreement for Lot #69, Riverbend Woods Section II between City and NIPSCO, GTE, and Joseph S. Sommer & Laurette S. Sommer.	Approved.
25.	Receive Use Agreement between Board and Lincoln National Corporation for duct space use by Lincoln to install fiber optic cable.	Approved. Copy herein incorporated.
26.	Received sewer construction permit for 4200 Parkerdale Drive Sanitary Drive.Also Agreement between City and George Bellio d/b/a/ Target, Inc. regarding area connection fees of $700.00 per acre by virtue of recorded document for Res. 74-22-04. $5,000.00 bond to be retained in lieu of a performance bond.	Approved and B. O. 103-86 issued Check being held in vault.

27. Received Contract on behalf of Robert L. Thompson, Jr. for services to be rendered on behalf of City Utilities for related matters before Public Service Commission. Amount not to exceed $15,000.00. — Approved. Copy herein incorporated.

28. Received Contract on behalf of Robert L. Thompson, Jr. for services to be rendered on behalf of City Utilities for related matters before Public Service Commission regarding rates & changesinvolving Indiana & Michigan Electric. Amount not to exceed $15,000.00 — Approved.Copy herein incorporated.

29. Received the following petitions:

Storm sewer for Hollis Lane	Forwarded to WPC Eng. to investigate.
Construction of sidewalks, curbs and repaving of existing street at Hollis Lane.	Forwarded to Street Eng. to investigate.
Construction of sidewalks, curbs and repaving of existing street at Burns Blvd.	Forwarded to Street Eng. to investigate.
Storm Sewer for Burns Blvd. from Fairfield Ave. to Calhoun Street.	Forwarded to WPC Eng. to investigate.
Left hand turn lanes on Clinton St. at Wash. Ctr. Rd. - both Northbound and Southbound lanes. Southbound turn lane to be extended to Colony Dr.	Forwarded to Traffic Eng. to investigate.
Water Main to serve Deerwood Dr. to Mohawk Dr. (Concordia Gardens Addition).	Forwarded to Water Eng. to investigate.
Repair & replacement of sidewalk for 4811 Eastwick Dr. and 4803 Eastwick Dr.	Forwarded to St. Eng. to investigate.
Construction of sidewalk, curbs and repaving existing street or installation of new streets for Pursley Dr., from Fairfield Av. to Calhoun St.	Forwarded to St. Eng. to investigate.
Storm Sewer Pursley Dr. from Fairfield Av. to Calhoun	Forwarded to WPC to investigate.

30. Received the following driveway permits: — Approved.

C-37-86/512-520 Hayden/Zumbrun Const.
C-38-86/3939 Wells St. on Louisdale/Mergy Const.
R-78-86/1701 Clover/City Roofing & Remodeling
R-79-86/5205 Tunbridge Crossing/Neddeff Homes
R-80-86/1918 Shorecrest Dr./Windsor, Inc.
R-81-86/5317 Inland Trail/Star Builders
R-82-86/5428 Cove Ct./Star Builders
R-83-86/2405 Buckhurst Run/Roussel Concrete
R-84-86/906 Easton Trail/Exner Const.
R-85-86/1307 W. Sherwood Terrace/Frank Hamilton
R-86-86/6615 Centerton/Kirk Scheeler
R-92-86/4930 Camden Dr./Gingerich Concrete
P-30-86/2929 Goshen Rd./Dailey Asphalt
R-33-86/1131 E. Wallace St./Brooks Const.
P-34-86/3939 Wells St./Mergy Const.
P-36-86/NE Corner Masterson & S. Clinton

31. Received the following light orders:

East Pettit Ave. from 1401 to 1521.
N. Wells Street from State St. to Franke Park.

Approved and L. O. 5339 issued & 5340.

Meeting adjourned at 10:15 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST:
Helen V. Cochenour, Clerk

Monday, June 2, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Received Invoice #3 from ARE, Inc. in the amount of $3,367.75 for work performed on Pavement Management System.	Approved and paid from LR&S funds.
2. Received Invoice #4 from ARE, Inc. in the amount of $3,367.75 for work performed on Pavement Management Systems.	Approved and paid from LR&S funds.
3. Received March 1986 Invoice from E.M.A. for Engineering Services on our Computerization Project at the WPC Plant in the amount of $8,129.08.	Approved and paid from City Utilities.
4. Received April 1986 Invoice from E.M.A. for Engineering Services on our Computerization Project at the WPC Plant in the amount of $8,508.78.	Approved and paid from City Utilities.
5. Received pay request #8 for work performed at the Southwest Pump Station - GM, 85-W-2, from the Robert Henry Corporation in the amount of $67,455.12.	Approved and forwarded to City Utilities to be charged to W. O. 6375.
6. Received pay request from McNamee, Porter & Seeley, in connection with the Water Treatment Pilot Plant in accordance with the Agreement between the City of Fort Wayne and the Engineer dated April 2, 1986, in the amount of $1,243.50.	Approved and forwarded to City Utilities.
7. Received partial payment #1 received from Miller & Associates for work performed on Contract 85-XP-8, St. Joe Center Road Feeder Main, in the amount of $45,755.86.	Approved and forwarded to City Utilities to be charged to W. O. 6376.
8. Received claim from Frederick L. Young, 1130 Montezuma Drive, Bradenton, FL. 33529, as a result of negotiations by the City Land Acquisition Agent, Fred McCulloch, for crop damages of "Southwest Interceptor" Easement Damages, Res. 408-85.	Approved and forwarded to City Utilities for payment and charged to W. O. 7285S.
9. Received for Board approval Improvement Resolution No. 6048-86 - Headwall and Backwater Gate at Gruber Ditch.	Approved and adopted. Dates for Notice to Contractors 6-6-86 and 6-13-86 with date to receive bids June 25, 1986.
10. Received for Board approval Res. 180-86, Improvement Resolution for Ornamental Street Lighting, Wheatridge Addition - Section I.	Approved and adopted. Dates for Notice to Property Owners June 2, 1986, (News Sentinel) June 3, 1986, (Journal Gazette only). Copy herein incorporated.
11. Received for Board approval Improvement Resolution for Lafayette and Clinton Streets/Resurfacing.	Approved. Copy herein incorporated.
12. Received for Board approval Improvement Resolution for Valve Box Work/Lafayette and Clinton Streets.	Approved. Copy herein incorporated.

13.	Received Change Order #1 (FINAL) for St. Joe - St. Joe Center Road Sanitary Sewer Extension, Res. 897-85 in the amount of $994.73, changing contract amount to $23,415.27.	Approved and sent to Common Council on June 10, 1986.
14.	Received Utility Extension Agreement, whereas Shambaugh & Son, Inc., is developing a new industrial park on Cook Road north of the airport.	Approved and copy herein incorporated.
15.	Received Sewer Construction Permit with bond for Wheatridge Section II Sanitary Sewer Extension, Geiger Developing, Inc., Contractor.	Approved and Board Order 105-86 issued.
16.	Received petition for street lighting on existing pole along the senate side of 4305 Wayne Trace.	Approved and Light Order 5343 issued.
17.	Received Sewer Construction Permit from Shambaugh & Son, Inc. for Cook Road Office & Industrial Park for a sanitary sewer.	Approved and Board Order 107-86 issued. Bd. agreed to allow ITT a 10 acre segment at the rate of $700.00 per acre.
18.	Received Sewer Const. Permit from Shambaugh & Son, Inc. for Cook Road Office & Industrial Park for a storm sewer.	Approved and Board Order 108-86 issued. Bd. agreed to allow ITT a 10 acre segment at rate of $700.00 per acre.
19.	Received for Board's execution Water Contract 8601 - Marathon Petroleum Company, on Challenger Drive, from Washington Ctr. Rd. southward to its terminus.	Approved.
20.	Received for Board Approval Barrett Bond Agreement Forms submitted by Dick Snouffer.	Approved.
21.	Received recommendation from Water Pollution Control Department that we accept Sawmill Woods, Sec. IV Sanitary Sewer as part of the City's sewer system.	Acceptance letter sent to Porter Construction Inc.
22.	Received Agreement Amendment by and between the City of Fort Wayne and Bonar & Associates, consulting engineers reflecting change in Engineer's procedure for billing.	Approved. Copy herein incorporated.
23.	Elmer Macke asked the Board for consideration with respect to the $475 per acre charge for the remaining undeveloping land in the Pine Valley area.	Board approved the $475 per acre provided Mr. Macke pay for the designated area within 3 weeks; any residual area of development will pay the prevailing area connection fee rate.
24.	Received the following driveway permits.	Approved.

R-87-86/5620 Roaring Fork/Windsor, Inc.
R-88-86/5612 Roaring Fork/Windsor, Inc.
R89-86/5626 Roaring Fork/Windsor, Inc.
R-90-86/1618 Shoreview Dr./Rediger & Assoc.
R-91-86/5716 Chester Blvd./Richard Hart
R-93-86/4830 Smith St./Bradbury Const.
R-94-86/5615 Dartmouth/Four Seasons Home Improvement
R-85-86/2226-2228 Versailles Village Pl./Gerald Baker
P-32-86/301 N. Clinton/Brooks Const.
P-35-86/1817 Spy Run Ave./Old Fort Draperies
C-40-86/7501 Lakeridge Dr./Willow Creek Crossing Apts./Sentry Mgt. Svc. Inc.

Meeting adjourned at 10:15 a.m.

David J. Kiesler

Cosette R. Simon

Lawrence D. Consalvos

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, June 4, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	Received partial payment #1 in the amount of $22,099.36 from Wayne Asphalt and Construction Co., Inc. as recommended by WPC Eng. Dept. or work performed on Miami Village - Bluffton Road Outfall Storm Sewer, Res. 420-86.	Approved and forwarded to City Utilities to be charged to Work Order 73090.
2.	Received invoices from Controller's Office to reimburse City Utilities for for funds which were paid to Dailey Asphalt. Funds should have been paid from Storm Sewer Relief and Revolving Barrett Law.	Approved and paid from Storm Sewer Relief Funds as follows: 60% of Dailey Asphalt invoices 1 thru 3 to be reimbursed to City Utilities - 60% of Dailey Asphalt Invoice #4. 23,898.29 + 10,660.83 = 34,599.10
3.	Received Agreement between City through its Board of Works and Safety and the Kroger Co., regarding the widening of State Boulevard.	Approved and copy herein incorporated.
4.	Received request from WPC Engineering for extension of sanitary sewer for Gretna Avenue.	Board approved and B. O. 112-86 was issued.
5.	Received taxi driver license applications and taxi company permits for Board's review.	Board approved 40 driver applications and three company permits; one application was denied and one to be further investigated.
6.	Received partial payment #4 from Land Excavating in the amount of $14,337.30 as recommended by WPC Eng. for Res. 414-85, Spy Run Storm Sewer. This covers Spy Run NSA Federal Project. App. 195-008-SR01-4431 Block Grant 11th year.	Approved and forwarded to Susan Barnes, CD&P to be charged to P. O. 46523.
7.	Received last invoice from Bonar & Associates, Inc. for services rendered in connection with the River Confluence Project in the amount of $165.58.	Approved and forwarded to City Utilities to be charged to W. O. 54903.
8.	Received final pay request from Franklin E. & Rita H. Marshall as a result of negotiations for easements and rights-of-way for project by Fred McCulloch, Land Acquisition Agent - Southwest Interceptor - Res. 407-85 - Phase VII.	Approved and forwarded to City Utilities for payment out of Work Order 72855.
9.	Received final pay request from Ruhl D. & Lois C. Buskirk as a result of negotiations for easements and rights-of-way for Southwest Interceptor - Res. 407-85 - Phase IV. to be distributed by Fred McCulloch, Land Acquisition Agent.	Approved and forwarded to City Utilities for payment out of Work Order 72855.
10.	Received Sewer Construction Permit from Plantation Supply Co., Inc. - Coldwater Road, Contractor Land Excavating, Inc.	Approved and Board Order 113-86 issued.
11.	Received petition for replacement of sidewalks on Calhoun St. from Sherwood Terrace to Fleming.	Approved and ordered Street Engineering to investigate and report - B.O. 114-86 assigned.

12.	Received Water Contract 8612 - Sawmill Woods, Sec. V. B. O. 81-86 for Board's execution from Sawmill Woods Development Corporation.	Approved.
13.	Received extension request for hookup to City sewer from Helen L. Tillotson and Robert C. Tillotson, 3016 Lincolndale Avenue.	Approved extension of 60 days.
14.	Received final agreement document for Allen County Regional Sewer District (ARCOLA) entered into by and between City and Allen County Regional Sewer District.	Approved and copy herein incorporated.
15.	Received Partial Release of Easement- Industrial Engineering, Inc. for Board's execution.	Approved and copy herein incorporated.
16.	Received final plat of Sawmill Woods Section V subdivision. The conditions imposed were satisfied and the plat was signed by Plan Commission on June 2, 1986.	Approved.
17.	Received Emergency Resolution whereas a pavement blow-up occurred in the westbound lane of Illinois Road at Getz. EMERGENCY RES. #76-60-17 issued.	Approved and copy herein incorporated. P.O. A-47753 issued by Purchasing to Three Rivers Barricade & Equipment, and to Mergy Construction Co. (low bidder) in the amount of $1,760.00 to repair pavement.
18.	Received Proposed N.I.P.S.C.O. Easement #35893-A between the City of Fort Wayne and N.I.P.S.C.O.	Approved and copy herein incorporated.
19.	Received Agreement between City and Light & Breuning, Realtors whereas manager will manage and operate, in turn-key fashion, the City's parking lot located east of the Historical Museum.	Approved. Copy herein incorporated.

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, June 5, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

	ACTION
1. PUBLIC HEARING - NOTICE TO PROPERTY OWNERS	
Res. 895-1985 - Illinois Road Sanitary Sewer Extended "Amended"	Remonstrance period up June 16. Board to confirm June 19, 1986.

Meeting adjourned at 4:15 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, June 11, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS

Award Monday June 16, 1986.
Instructed WPC Engineering to tabulate and report.

Res. 899-86 - Ludwig Park Sewer (Amended)

ALL STAR CONST.	$145,794.41 San. 90,377.00 Storm
BERCOT, INC.	154,902.50 San. 105,017.40 Storm
JOHN DEHNER, INC.	184,817.50 San. 117,205.00 Storm
LAND EXC. INC.	135,424.85 San. 77,048.00 Storm
T-G EXCAVATING	166,648.35 San. 122,321.00 Storm
Engineer's Estimate	$155,059.00 San. $110,475.00 Storm

2. RECEIVE BIDS

Award Monday June 16, 1986
Instructed WPC Engineering to tabulate and report.

Res. 421-86 - Oswego San. Sewer Line Repair

BERCOT, INC.	32,550.00
JOHN DEHNER, INC.	39,736.70
LAND, INC.	34,455.00
Engineer's Estimate	15,000.00

3. RECEIVE BIDS

Award Wednesday June 18, 1986.
Instructed Street Engineering to tabulate and report.

Res. 6045-86 - Asphalt Resurfacing First Package

RIETH-RILEY	667,727.30
WAYNE ASPHALT	448,179.25
Engineer's Estimate	495,082.00

4. Res. 6046-86 - Asphalt Resurfacing Second Package

Award Wednesday June 18, 1986.
Instructed Street Engineering to tabulate and report.

S. E. JOHNSON	545,561.40
RIETH-RILEY	653,282.55
WAYNE ASPHALT	552,620.77
Engineer's Estimate	507,375.70

5. RECEIVE BIDS

Award Wednesday June 18, 1986.
Instructed Street Engineering to tabulate and report.

Res. 6047-86 - Asphalt Resurfacing Third Package

RIETH-RILEY	561,834.15
WAYNE ASPHALT	479,843.36
Engineer's Estimate	488,077.25

6. Received pay Invoice #1 dated May 30, 1986 in the amount of $16,915.50 from Hipskind Concrete Corporation for work performed on Oxford '86 - Res. #6041-86.	Approved and forwarded to CD&P Accounting to be charged to Appropriation #172-008-0XC-2-4431.
7. Received pay request Invoice #2 (final) from Hipskind Concrete in the amount of $14,220.90 for work performed on Oxford '86 - Res. 6041-86.	Approved and forwarded to CD&P Accounting to be charged to Appropriation #172-008-0XC-2-4431.
8. Received pay request #6 in the amount of $1,766.00 from Owens Russell Associates for Engineering services on Southwest Interceptor S-2 - Resolution #407-85, Phases I thru V.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 72855.
9. Received partial payment #9 in the amount of $64,599.57 from Bercot, Inc. for Rehabilitation of Sewers, SSES Subsystems DS, ES, CS, KS, Federal Grant C-180775-02, Res. 395-83. Further retainage monies in the amount of $7,177.73 should be deposited in Bercot, Inc. Escrow Account, Summit Bank.	Approved and forwarded to City Utilities Accounting to be charged to #79082.
10. Received partial payment #9 revised from Hydro-storage, Inc. for work performed on Contract 85-W-3, GM Elevated Water Tank, in the amount of $59,051.87. Also $3,107.00 to be paid to Escrow - Ft. Wayne National Bank.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63755.
11. Received Invoice No. 416 dated May 28, 1986, in the amount of $4,992.28 from Tank Industry Consultants, Inc., for inspection services on GM Elevated Tank, Div. 85-W-3.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63755.
12. Received claim from Sandpoint Greenhouse, Inc. for plants that were installed as a result of negotiations for easements for General Motors - Phase V, in the amount of $100.00.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 72855.
13. Received final damage claim as a result of negotiations for easements and rights-of-way for Southwest Interceptor - Res. 408-1985, Phase V, Michael L. and Betty Yoquelet.	Approved and forwarded to City Utilities Accounting to be charged to Work Order 72855.
14. Received invoice from Pitometer Associates in the amount of $4,275.00 for work performed on Pitometer Survey - Master Plan Study.	Approved and forwarded to City Utilities to be charged to Work Order 63678.
15. Received partial payment #12 in the amount of $111,827.85 for work performed on Summit Park - Res. 74-150-2 - EDA 06-01-02027. Also requested City Utilities Accounting to issue an escrow check in the amount of $13,001.52 to Decatur Bank and Trust Company. Also Board executed release of Escrow funds to Fleming Exc., Inc. in the amount of $4,766.58.	Approved and forwarded payment to City Utilities Accounting for payment to be charged to W. O. 72861.
16. Received Invoice from Tomco Construction Co., Inc. in the amount of $541.08 for curb and sidewalk at 4126-4130 S. Wayne Avenue - miscellaneous bid.	Approved and paid from Civil City per P.O. A-45970.
17. Received invoice from Tomco Construction Co., Inc. for miscellaneous construction, curb, sidewalk and 6" concrete drive replacement.	Approved and paid from Civil City per P.O. A-45969.

18.	Received request from Fort Wayne City Plan Commission whereas Noble Machinery Company, Inc. petition for vacation of right of way in Councilmanic District #1 on Gay Street.	Approved and Resolution 76-64-18 adopted.
19.	Received request from Fort Wayne City Plan Commission whereas JSK Corporation petitioned for vacation of dedicated alley at 1600 block of Tam Street.	Approved and Resolution 76-64-19 adopted.
20.	Received request from Fort Wayne City Plan Commission whereas Woodland/Riverside Properties, Inc. petitioned to vacate portion of Plat of Woodlands of Riverside.	Approved and Resolution 76-64-18 adopted.
21.	Received Water Contract 8605 for Burlington Heights between City and John M. Bojrab for the Board's execution.	Approved.
22.	Received Invoice #7 from Earth Construction Co., Inc. in the amount of $9,766.99 per Purchase Order A-45055 for work performed on Maplecrest Road Extension - Res. 6021-85. Also $541.06 to be deposited in Escrow Account at Fort Wayne National Bank.	Approved and paid from LR&S.
23.	Received Res. 422-86 for Sanitary and Storm Sewer Project for Courtyards for adoption and advertisement.	Approved and adopted. Advertise Notice to Contractors 6/13 and 6/20 with date to receive bids July 2, 1986.
24.	Released Escrow in the amount of $4,766.58 for Summit Industrial Park - Res. 74-150-2, Fleming Excavating, Contractor.	Approved and authorized Decatur Bank & Trust Co. to release this amount.
25.	Received for Board approval Supplemental Agreement for administration engineering services as related to subject project from Owens Russell Associates. This increases the original proposal on Sept. 18, 1985, by $3,200 and therefore not to exceed price for the total of such services $16,950.00 and the termination of the agreement shall extend from Dec. 31 1985 by 9 months to Oct. 1, 1986.	Approved.and forwarded to WPC Engineering for their distribution.
26.	Received Sewer Construction Permit for Sawmill Woods - Section V from Sawmill Woods Development Corporation.	Approved and Board Order 117-86 issued.
27.	Received for Board review Agreement between the City of Fort Wayne and the Department of Natural Resources. This document reflects at $9,000.00 commitment to DNR as City of Fort Wayne's share of the cost of the study for the Junk Ditch Floodway area.	Approved and sent to Common Council on June 24, 1986.
28.	Received Change Order #3 for Res. 407-85, Phase VII, "Southwest Interceptor, S-2, John Dehner, Inc., Contractor, increasing the amount $22,345.95.	Approved and sent to Common Council on June 24, 1986.
29.	Received Change Order #1 for Res. 6036-86, Maumee River Bank Restoration increasing the amount $5,230.16. T-G Excavating, Inc. is the contractor.	Approved and sent to Common Council on June 24, 1986.
30.	Received Encroachment Report from Fort Wayne Auto Parts & Wreckers, Inc. for SW fence encroachment at 3601 Maumee Avenue.	Approved.
31.	Received plat for Cook Road and Industrial Park Section I for Board's approval.	Approved.
32.	Received Revision of Specified Non-Recurring charges for Water Utility for City of Fort Wayne.	Approved. Res. 76-64-22 adopted. Copy herein incorporated.
33.	Received for Board's review and approval a document prepared by Conrail for the City of Fort Wayne to cross their right-of-way within the confines of a public alley. (Fourth Street Sanitary Sewer Crossing)	Approved.

34.	Received petition for water main on Tyler Avenue to the main on Princeton Avenue.	Approved and forwarded to Water Engineering Department for their investigation - B.O. 120-86.
35.	Received petition for continuation of water line 1225 Ludwig Park Drive from Lot 42, Ludwig Park Addition to Lot 41 including W5'.	Approved and forwarded to Water Engineering Department for their investigation - B.O. 119-86.
36.	Received petition for construction of water main on 4100 block of Ardmore Avenue from Engle Road to Westbury.	Approved and forwarded to Water Engineering Department for their investigation - B.O. 118-86.
37.	Received response from petition investigation on sidewalk and protective barrier on Mildred Avenue from Walt Stout	Sent memo to Traffic Engineering to do a preliminary design with cost estimate and get the list of property owners to the Board.
38.	Received Resolution from City Plan for vacation of part of right of way of Gay Street from Noble Machinery Co., Inc.	Approved.
39.	Received Resolution from City Plan for vacation of part of Olney Park Subdivision, JSK Corporation.	Approved.
40.	Received Vacation from City Plan for vacation of dedicated plat in Woodlands of Riverside.	Approved.
41.	Received the following driveway permits. R-98-86/3629 Hike Ln./Zimmerman Exc. R-99-86/5009 Indiana Ave./Strebig Const. C-17-85/2323-25 Miner St./Wayne Asphalt C-23-86/324 E. State bet. Clinton & Spy Run C-41-86/5611 Illinois Rd./S. E. Johnson P-5-86/6610 Mutual Dr./Dailey Asphalt P-21-86/3512 Cavalier Dr./Felderman Const. P-26-86/6019 Illinois Rd./Hipskind Concrete P-29-86/3125 Hobson Rd./Dailey Asphalt P-37-86/5104 N. Clinton St./Construction, Inc P-38-86/5611 Illinois Rd./S. E. Johnson Co.	Approved.
42.	Received Improvement Resolution for Street Widening No. 6049-86 - Parnell Avenue (East Side from State Blvd. to a point 240 ft. South thereof.	Approved and adopted. Notice to Contractors 6/13 & 6/20 with date to receive bids 7/2/86.

Meeting adjourned at 10:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, June 12, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

ACTION

1. HEARING ON NOTICE TO PROPERTY OWNERS

   Ornamental Street Lighting in Wheatridge Addn.
   Res. 180-86

   Remonstrance period due 6/23/86.
   Board to confirm 6/26/86.

2. HEARING ON NOTICE TO PROPERTY OWNERS
   Industrial Road - Ley Road Storm Sewer
   Res. 413-86

   Remonstrance period due 6/23/86.
   Board to confirm 6/26/86.

Hearing adjourned at 4:20 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Monday, June 16,1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. AWARD CONTRACT

Received recommendation and tabulation from WPC Engineering for Res. 421-86 - Oswego San. Sewer Line Repair.

Awarded to Bercot, Inc. in the amount of $32,500.00. Forwarded to Common Council on June 24, 1986.

Meeting adjourned at 9:15 a.m.

David J. Kiester, Member

Casette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, June 18, 1986

Department of Public Works & Safety
Office of the 8oard
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE 8IDS — Award not determined.

Res. 413-85 - Industrial-Ley Road Storm Sewer Improvement

ALL STAR CONST.	178,481.50 8ase 132,914.00 Alt.
8ERCOT, INC.	311,105.00 8ase 215,825.00 Alt.
JOHN DEHNER, INC.	215,976.65 Base 139,964.26 Alt.
LAND EXCAVATING	166,778.00 8ase 121,732.50 Alt.
SCHEIDLEMAN EXCAVATING	239,301.75 Base 151,095.75 Alt.
T & G EXCAVATING, INC.	187,101.50 Base 127,409.10 Alt.
Engineer's Estimate	202,400.00 Base 145,550.00 Alt.

2. Open Proposals - West Nebraska
Main Street Fire House — Review Committee will evaluate.

3. AWARD CONTRACT — Awarded to Wayne Asphalt in the amount of $448,179.25. Sent to Common Council June 24, 1986 - Prior Approval requested.

Received recommendation and tabulation for Res. 6045-86 - Asphalt Resurfacing 1st Package from Street Eng.

4. AWARD CONTRACT — Awarded to S. E. Johnson in the amount of $545,461.40. Sent to Common Council June 24, 1986. Prior Approval requested.

Received recommendation and tabulation for Res. 6046-86 - Asphalt Resurfacing 2nd Package from Street Eng.

5. AWARD CONTRACT — Awarded to Wayne Asphalt in the amount of $479,843.36 Sent to Common Council June 24, 1986. Prior Approval requested.

Received recommendation and tabulation for Res. 6047-86 - Asphalt Resurfacing 3rd Package from Street Eng.

6. Received partial payment #7 (Final) in the amount of $10,098.00 from Scheidleman Excavating, Inc. for work performed on Res. 408-85, Phase #1, Southwest Interceptor S-2. Further, retainage monies in the amount of $1,009.80 should be released from escrow and paid to Scheidleman Excavating, Inc. Escrow Agent - Summit 8ank. — Approved and forwarded to City Utilities Accounting and charged to Work Order #72855.

7. Received partial payment #7 in the amount of $4,017.88 from Land Excavating, Inc. for Southwest Interceptor S-2, Res. 408-85, Ph. IV. Also $446.42 to be deposited into Escrow Account - Lincoln National Bank.	Approved and forwarded to City Utilities to be charged to W. O. 78855.
8. Received recommendation from WPC Engineering Department to release retainage monies of $2,455.49 to Wayne Asphalt & Construction Co., Inc.	Approved and forwarded to City Utilities Acctg. to be charged to W. O. 73090.
9. Received invoice from Mergy Const.Co., Inc. in the amount of $1,760.00 for emergency street repair on Illinois Road at Getz Road.	Approved and paid from Civil City as per Purchase Order A-47842, Res. 76-60-17.
10. Received City Utilities Invoices for Technical Services Labor on street construction at the Cook Road Industrial Park Project.	Approved and paid from Utility Funds.
11. Received City Utilities Invoices to for the following projects.	Approved and paid from LR &S out of Fund 138.

LOC 0005	
St. Joe Road	$825.00
LOC 0017	
Bluffton Rd.	4,980.00
Bluffton Rd.	10,320.00
LOC 0044	
Maplecrest Road	300.00
	16,425.00

12. Received Invoice #2 in the amount of $14,970.00 from Rieth-Riley Construction Company, Inc. for work performed on Lynn Avenue, Phase I-B, Res. 6018-85. Retainage to be held is $1663.35.	Approved and forwarded to Controller's Office to be paid from Revolving Barrett Law Funds.
13. Received recommendation from Street Eng. Dept. for the release of $500.00 being held in retainage for Res. 6007-84, Phase I-B, Contractor - Dailey Asphalt.	Approved and forwarded to Controller's Office to be paid from Revolving Barrett Law Funds.
14. Received recommendation from Street Eng. Dept. for the release of $500.00 being held in retainage for Res. 6007-84, Phase I-A, Contractor - Tomco Construction Co., Inc.	Approved and forwarded to Controller's Office to be paid from Revolving Barrett Law Funds.
15. Received Agreement for Sewer Extension with Exhibit "A" between Macke Development Corp., and City for Pine Valley 13th, Pine Valley 14th, Pine Valley 15th, Lake Pine Valley, and Burning Tree Developments.	Approved and forwarded to WPC for their recording - copy herein incorporated.
16. Received Resolution 902-86, Martin Luther Sanitary Sewer Extension for Board approval.	Approved and adopted. Advertisement Notice to Property Owners June 27, 1986 with Public Hearing to be held on July 10, 1986.
17. AWARD CONTRACT Received recommendation and tabulation for Res. 899-86 - Ludwig Circle Sanitary Sewer (Amended).	Awarded to Land Inc. in the amount of $135,424.85. Notice of award sent. Sent to Common Council on July 8, 1986.
18. Received claim in the amount of $14,220.00 for Lindenwood Railroad Crossing Project RRP-F392 (1) from Indiana State Department of Highways.	Approved and paid from LR&S funds.

19.	Received Resolution giving the City approval and authority to enter into Easement Agreement with Irene S. Freistroffer, d/b.a., Henry's Restaurant. Also received for Board approval Easement Agreement between City and Irene S. Freistroffer,d/b/a/ Henrys Restaurant regarding same.	Approved and copy herein incorporated.
20.	Received petition for repair and replacement of sidewalk at 3632 S. Harrison St. from Richard E. Finch.	Approved and forwarded to Street Eng. for their investigation - B.O. 121-86.
21.	Received petition for side ditches for drainage for 5614 Sandra Lee Avenue.	Approved and forwarded to WPC Eng. for their investigation - B.O. 122-86.
22.	Received Escrow Agreement for Res. 417-85 Woodhurst-Belmont Storm Sewer. Summit Bank - Escrow Agent - Contractor, All Star Excavating, Inc.	Approved.
23.	Received Escrow Agreement for Res. 419-85 Prospect Avenue Storm Sewer. Summit Bank - Escrow Agent, All Star Excavating, Inc., Contractor.	Approved.
24.	Received recommendation from WPC Engineering that we retain Storm Sewer Portion of Sawmill Woods, Sec. IV until details are worked out regarding Z. K. Tazian 's irrevocable letter of credit.	Approved.
25.	Received the following driveway permits:	Approved.

R-37-86/6323 Neighbor Dr./Parliament Homes
R-38-86/6317 Neighbor Dr./Parliament Homes
R-39-86/6311 Neighbor Dr./Parliament Homes
R-42-86/6316 Neighbor Dr./Parliament Homes
R-43-86/6322 Neighbor Dr./Parliament Homes
R-45-86/2821 Stanford/Parliament Homes
R-97-86/6232 Neighbor Dr./Delagrange Homes
R-101-86/1628 Briar Fence Ln./Hofmann Const.
R-102-86/2350 S. Harrison St./Showplace Homes
R-103-86/1720 Briar Fence Lane/Graber Homes
R-105-86/1811 Briar Fence Lane/Graber Homes
R-107-86/1723 Briar Fence Lane/Graber Homes
R-108-86/5520 Breconshire Dr./Graber Homes
R-109-86/1820 Briar Fence Lane/Graber Homes
R-112-86/1622 Briar Fence Lane/Showpiece Homes
R-113-86/1823 Briar Fence Lane/Showpiece Homes
R-114-86/6322 Kiwanis Drive/Parliament Homes
R-115-86/6329 Kiwanis Drive/Parliament Homes
R-116-86/1627 Cherokee Rd./Gleave Const.
R-117-86/4415 Pembroke Ln./Walter Manske

C-43-86/1021 S. Clinton/Setser Excavating
C-44-86/904 W. State/Wayne Asphalt
C-45-86/1819 S. Calhoun/Schenkel-Witwer
C-46-86/3529 Lake/Zumbrun Const.
C-47-86/4740 Coldwater Rd./Schenkel Const.
C-49-86/4101-4109 W. Jefferson/STI Const.
P-40-86/904 W. State St./Wayne Asphalt
P-42-86/1615 E. Wallace/Zumbrun Const.
P-43-86/1515 Clay St./Zumbrun Const.
P-44-86/2725 Independence/Zumbrun Const.

26.	Received final plat of Georgetown Place, Sections I and II Subdivisions. The conditions imposed were satisfied and the plat was signed by the City Plan Commission.	Approved.

Meeting adjourned at 9:45 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, June 19, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. FINAL ASSESSMENT HEARING - Res. 897-85 — Confirmed.
   St. Joe - St. Joe Center Rd. San. Sewer Improvement

2. PUBLIC HEARING - Notice to Property Owners — Continued
   Res. 895-85 - Illinois Rd. Sanitary Sewer
   Extension "Amended"

Hearing adjourned at 4:00 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Friday, June 20, 1986

PUBLIC HEARING & BID OPENING

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 10:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Robison Park Hearing & Bid Opening

Northill Development Company $25,000.

Board approved the sale to the proposed bidder with instruction to attorneys to negotiate appropriate necessary restrictions on the deed before it is submitted to City Council for it's concurrence.

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, June 25, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. 6048-86
Headwall & Backwater Gate at
Gruber Ditch

John Dehner, Inc. $64,679.00 Total
57,729.00 Base
6,750.00 Alt. I

No award date set.

2. Received recommendation that we pay Escrow Account for GM Storage Tank - Contract No. 85-W-3, Robert Henry Corporation, Contractor, in the amount of $7,197.67. Escrow Agent Fort Wayne National Bank.

Approved and forwarded to City Utilities Acctg. to be charged to W. O. 63755.

3. Received invoice #425 dated June 2, 1986, in the amount of $1,869.25 from Tank Industry Consultants, Inc. for the inspection services on GM Elevated Tank - Div. W-3, Contract 85-W-3.

Approved and forwarded to City Utilities Acctg. to be charged to W. O. 63755.

4. Received certificate of claim from Mark and Tina Eminger, 12921 Branstrator Rd.,Yoder, IN, in the amount of $286.88 for damages related to Contract No. 85-XP-4, GM Water Main Extension.

Approved and forwarded to City Utilities Acctg. to be charged to W. O. 63761.

5. Received claim in the amount of $803.25 payable to "Real America Corporation" as a final settlement for Southwest Interceptor, Res. 408-85, Ph. II, for damages incurred.

Approved and forwarded to City Utilities Acctg. to be charged to W. O. 72855.

6. Received invoices from H.N.T.B. for C-180538-01 for engineering services in general for close out of project.

Invoice #7 2,349.48
Invoice #8 786.62
Invoice #9 551.97

Approved and forwarded to City Utilities Acctg. to be charged to same project.

7. Received invoice in the amount of $12,320.16 for the installation of new street lighting for Hoagland/Masterson NSA, Phase IV, Res. # 6014-85, from City Utilities.

Approved and forwarded to Susan Barnes, CD&P Accounting to be charged to Appropriation 195-008-MHC=14431.

8. Received invoice from City Utilities in the amount of $12,230.16 for the installation of the new street lighting for Hoagland/Masterson NSA, Phase IV, Res. 6014-85.

Approved and forwarded to City Utilities to be charged to Appropriation No. 195008-HMC-14431

9. Received pay request for City's share of Res. 6018-85, Phase I-B, Lynn Avenue, in the amount of $36,451.60. This is a Barrett Bond Revolving Improvement Program.

Approved and paid from Civil City Funds.

10. Received invoice in the amount of $301.84 for barricades needed on Emergency Res. 76-60-17 Street Repair Illinois Road from Three Rivers Barricade & Equipment Company.	Approved and paid from Civil City per Purchase Order A-47753.
11. Received invoice in the amount of $5,664.18 for Street Lighting Invoice - E. Washington Turn Lane - Res. 6030-85 from City Utilities for the installation of new street lighting on the north side of E. Washington and between Kitch and Old Maumee.	Approved and paid from Civil City Funds - Appropriation No. 138-972-LR&S-4431.
12. Received for Board approval Resolution 1036-86, Water Main Improvement for Ludwig Park Drive, from the east property line of Lot 45, eastward to the west property line of Lot 35, Ludwig Park Addition.	Approved and adopted. Ordered Water Engineering to advise when to schedule public hearing.
13. Received survey and legal description from Cedar Creek Development for single family dwellings, estimated that 2.15 acres will be excluded from sewer assessments. They were assuming $50 per lot cost until taps have been installed.	Board reviewed and advised them they needed more information.
14. Received letter from Denis J. & Melvin Graber regarding up front assessment fee on approximately 60 acres for plot on Northwest corner of Wheelock and St. Joe Center Road.	Board forwarded to WPC Engineering for their investigation.
15. Received the following petitions for water mains.	
Otsego Drive in Concordia Gardens Addn. St. Joe Rd. from Derome Dr. to S. lot line of 7003 St. Joe Rd.	Approved and forwarded to Water Engineering for their investigation
16. Received recommendation from Water Engineering Department regarding petition for water main on Tyler Avenue to the main on Princeton Avenue.	Board taking under advisement.
17. Received the following petitions for street lighting.	Approved and ordered street lighting to investigate.
Standard lighting in Rolling Rose Addition. Street & Alley lights from Fairfax & Holton Standard lighting on E. Paulding Rd.	
18. Received taxi driver license applications for Board's review.	Board approved 5 driver applications and reviewed an appeal..Appeal granted.
19. Received the following driveway permits. R-4-86/1528 Forest Park Blvd./Jerrald Nichols R-18-86/215 Edgewood/Carl Arnold R-19-86/1025 Easton Trail/Windsor, Inc. R-110-86/5410 Stonecreek Tr./Speidell Homes R-120-86/3838 N. Washington Rd./Hart Const. C-53-86/ 200 blk. Douglas/Wayne Asphalt P-45-86/4410 Wayne Trace/Wayne Asphalt P-49-86/2123 Taylor St./B&B Asphalt & Paving.	Approved.

Meeting adjourned at 9:40 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, July 2, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — Award Contract July 3, 1986.

   Resolution 6049-86 - Parnell Avenue Widening

M. A. GAINES	11,983.50
MERGY CONST.	13,118.S6
RIETH-RILEY CONST.	14,911.30
Engineer's Estimate	14,100.S0

2. Received for Board approval Improvement Res. 60S0-86 for Hurshtown Reservoir Recreation Facility Phase I. — Approved and adopted. Copy herein incorporated. Ordered Transportation Department to proceed with engineering, construction and material acquisition necessary to complete same.

3. Received for Board approval application submitted by City Plan Commission for vacation of street situated in Woodlands of Riverside. — Approved and resolution 76-75-3 adopted. Woodland/Riverside Properties, Inc. petitioner.

4. Received for Board approval application submitted by City Plan Commission for dedication of alley bounded by Wallace Street on the north, Masterson Street on the south, B.T.S. Realty Corporation petitioned for same. — Approved and resolution 76-7S-4 adopted.

5. Received Partial Payment #9 from the Robert Henry Corporation in the amount of $9,728.9S for work performed on Contract 8S-W-2, Southwest Pump Station. $S12.0S to be deposited into Escrow Account, First Source Bank, South Bend, Indiana. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 637S8.

6. Received May 1986 Invoice from E.M.A. for engineering services on Computerization Project at the W.P.C. Plant in the amount of $10,605.68. — Approved and forwarded to City Utilities Accounting.

7. Received Invoice #10 from HNTB for evaluation services related to the evaluation of centrifuges for sludge thickening. Invoice amount is $1,408.92. — Approved in accordance with 3/12/86 contract. Forwarded to City Utilities Accounting.

8. Received pay request from Dailey Asphalt (final invoice) in the amount $12,290.62 for work performed on Resolution 6032-8S, Central, Herman, Plaza, Lower Huntington, Fairfield, & Baker. — Approved and paid from Appropriation No. 1-38-972-LRE-S4-431 (Civil City).

9. Received invoice #1 from Hipskind Concrete for work performed on Resolution 6042-86, Base Bid, Michigan Ave. '86, in the amount of $16,033.01. — Approved and forwarded to Susan Barnes - CD&P Acctg. to be charged to Appr. #1-72-008-MIC-24-431.

10. Received invoice #1 in the amount of $10,213.29 for work performed on Resolution 6042-86, Alt I, Michigan Ave. '86, from Hipskind Concrete. — Approved and forwarded to Susan Barnes - CD&P Acctg. to be charged to Appr. #1-72-008-MIC-24-431.

11.	Received for payment the following Light Orders in the amount of $1,084.93. 5272 $ 729.67 5289 236.09 5303 119.17 1,084.93	Approved and paid from Civil City 345-006-8WCP-4431.
12.	Received Special Street Permit for Seneca Hills, Section VI, applied for by Affordable Homes with John Pelkington, Inc.	Approved and forwarded to Street Engineering for their handling.
13.	Received Escrow Payment in the amount of $1,009.80 payable to Scheidleman Excavating, Inc. for work performed on Res. 408-85, Phase I. Escrow Agent is Summit Bank, Attention; Jane 8ond.	Approved.
14.	Received recommendation from Water Engineering Department that we accept Contract No. 85-XP-6, GM Water Main Extension, from Weitzel Const. Corporation. Also we received recommendation for release of escrow in the amount of $30,154.37.	Approved and acceptance letter written to Weitzel Construction Department. Authorization of release of escrow sent to Lincoln National 8ank - Attn. Kathleen O. Hoff.
15.	Received two invoices from 8artlett Tree Experts for the 8roadway Tree Replacement Contract. The first invoice is for original contract of $5,814.00 less $40.00 credit received for size reduction of several trees. Contract amount $5,774.00. Also invoice in the amount of $718.20 for two additional trees that were replaced.	Approved and paid from Civil City.
16.	Received for 8oard approval Improvement Resolution 6050-86 - Hurshtown Reservoir Recreation Facility Phase I.	Approved and adopted. Instructed Street Engineering to proceed with engineering, construction, and material acquisition necessary to complete project. Copy herein incorporated.
17.	Received Emergency Resolution #6051-86 for Street or Alley - South Clinton St. to Wildwood for Board approval.	Approved and adopted. Instructed Street Engineering to proceed with engineering, construction, and material acquisition necessary to complete project. Copy herein incorporated.
18.	Received request from Cedar Creek Development for grant of sewer assessment at $700.00 per acre.	Approved assessment at $700.00 per acre.
19.	Received for 8oard's execution Water Contract 8603 - Georgetown Place Retirement Center - Shive Nursing Centers, Inc.	Approved and forwarded to Water Engineering for their handling.
20.	Received Encroachment Report from 8.T.S. Realty Co. 1819 S. Calhoun to erect sign at 1721 S. Calhoun at 22 fet above the sidewalk.	Approved.
21.	Received Sewer Construction Permit for Westwood North-Section I, applied for by Anderson-Lombard, Inc. with construction to be performed by Porter Construction, Inc. Also received Sewer Extension Agreement for same between Anderson-Lombard, Inc. and City.	Approved and 8oard Order #130-86 issued. Agreement to be recorded by WPC Eng. Dept.
22.	Received Change Order for Res. 417-85, Woodhurst-Belmont Phase I, for increase of $1,936.86, making new contract price $128,351.86.	Approved and forwarded to Common Council on July 9, 1986.
23.	Received Change Order IV - GM - 408-85, Ph. IV, increasing amount by $1,326.33. New contract amount is $678,640.53. Land Excavating, Inc. is the contractor.	Approved and forwarded to Common Council on July 9, 1986.

24. Received Change Order #1 for Summit Industrial Park, Res. 74-150-2 increasing amount $144,051.42, making contract amount $1,625,713.64. Fleming Excavating, Inc. is the contractor.	Approved and sent to Common Council July 8, 1986.
25. Received recommendation from Carl O'Neal, Res. 6048-86. Gruber Ditch Headwall.	Board discussed. Will award July 9, 1986.
26. Board review two applications for taxi license applications.	One approved and one denied.
27. Received the following petitions for street lighting:	Approved and forwarded to Street Lighting for their investigation.
Standard street light from Antoinette to Anthony Standard street light on the south side of Vernon between Forest Park and the alley	
28. Received petition for repair and replacement of sidewalk at 2601 Indiana Avenue.	Approved and forwarded to Street Engineering for their investigation. B. O. 131-86 issued.
29. Received the following petitions for water mains.	
Water main to serve Encanto Way	Approved and forwarded to Water Engineering for their investigation. B. O. 132-86 issued.
Water main to serve Riverton Drive - Concordia Gardens	B. O. 133-86 issued.
30. Received petition for change of no parking zone at south side of 100 W. Masterson.	Approved and forwarded to Traffic Engineering for their investigation. B. O. 134-86 issued.
31. Received the following driveway permits R-121-86/1825 Goshen Rd./Target Inc. R-122-86/1608 Rumsey/Robert Houser R-123-86/1621 Bardsey Ln./Delagrange Homes R-125-86/403 Greenlawn/Allena Osborne C-52-86/2725 Maumee Ave./Mikes Asphalt	Approved.
32. Received Hold Harmless Agreement between City and The Inn Place, 122 - 124 Columbia, for the period of June 1, 1986 until cancelled.	Approved.

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, July 9, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	Received pay request partial payment #1 in the amount of $38,756.75 from Land Excavating for Res.420-86, "Miami Village Storm Sewer Separation, Phase II".	Approved and forwarded to City Utilities to be charged to Work Order 73090.
2.	Received Partial Payment #10 from Hydrostorage, Inc., for work performed on GM Elevated Water Tank, Contract 85-W-3 in the amount of $50,711.00 with $2,669.00 to be deposited in escrow.	Approved and forwarded to City Utilities Accounting and charged to Work Order 63755.
3.	Received invoice from McNamee, Porter & Seeley in the amount of $5,440.28 for services rendered on Water Treatment Pilot Plant per their agreement dated April 2, 1986.	Approved and forwarded to City Utilities Accounting.
4.	Received invoice in the amount of $4,649.01 from Tomco Construction Company, Inc. for work completed on Paraplegic Ramps - Miscellaneous Construction.	Approved and paid from Civil City.
5.	Received invoice #1 in the amount of $22,824.54 from Henry Gaines Construction Co., Inc. for work performed on Resolution 6037-86, Pontiac Place '86.	Approved and forwarded to CD&P Acctg.
6.	Received final invoice in the amount of $608.32 for work completed on Hanna-Creighton NSA, Ph. IV, Res. 6022-85 from Gaines Const. Co. Inc.	Approved and forwarded to CD&P Acctg.
7.	Received petition for investigation of sanitary sewer improvement on Westbury Drive from Engle Road to Ardmore Avenue.	Approved and forwarded to WPC Eng. for their investigation. B. O. 135-86 issued.
8.	Received petition for service of city sewer on 6024 Wayne Trace - 3 acres from Mary E. Mattingly.	Approved and forwarded to WPC Eng. for their investigation. B. O. 136-86 issued.
9.	Received petition for alley light on 1307 Grant Avenue from Winch to railroad.	Approved and forwarded to Street Lighting for their investigation. L. O. 5349 assigned.
10.	Received Change Order No. 1 for Lathrop Street Storm Sewer - Resolution 403-1984 increasing amount of $7,398.43 changing contract amount to $91,305.18. Dailey Asphalt & Const. Company is the contractor.	Approved and forwarded to Common Council for their approval on June 23, 1986.
7/8/86**	Received Emergency Resolution regarding pavement blow-up in the 5200 block of North Clinton Street. Resolution No. 76-78-1 adopted.	Approved and P. O. issued to lowest bidder - Mergy Const. in the amount of $3,315.25. Copy herein incorporated.

11. Received Change Order No. 3 (Final) for Southwest Pump Station - Contract 85-W-2, in the amount of $1,087.36 increasing the contract amount to $671,657.80. The contractor is The Robert Henry Corporation.	Approved and forwarded to Common Council on June 23, 1986.
12. Received two applications for taxi driver's licenses.	One applicant recommended for applival and one recommended for denial.

Meeting adjourned at 9:45 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, July 10, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

ACTION

1. PRELIMINARY HEARING

Resolution 902-1986
Martin Luther Drive Sanitary Sewer Extension

No action taken. Hearing continued. Remonstrance period up July 21, 1986, at 5:00 p.m.

Hearing adjourned at 4:00 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, July 16, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — Award Contract Wednesday July 23, 1986.

Wheatridge Addition - Sec. 1 - Res. 180-86
Ornamental Street Lighting

JOHN DEHNER	$33,527.85
N. G. GILBERT	38,728.00
T-F CONST. CON.	39,737.20
THE WEIKEL LINE CO.	26,726.15
Engineer's Estimate	32,726.15

2. Received Agreement for Board's execution by and between City of Fort Wayne and Indiana & Michigan, Electric Tariff for Southwest Pump Station. — Approved and copy herein incorporated.

3. Received Invoice #464 in the amount of $995.23 from Tank Industry Consultants, Inc. for inspection services on GM Elevated Tank - Div. W-3, Contract 85-W-3. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 63755.

4. Received pay request #10 from The Robert Henry Corporation in the amount of $1,087.36 for work performed on Southwest Pump Station - Contract 85-W-2. Also $54.37 is to be deposited into escrow account - The First Source Bank, South Bend, IN. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 43758.

5. Received claim for crop damages submitted by Maxine L. Somers, 1575 William Wells Circle, Bluffton, IN 46714, for GM Project, Div. III, Contract 85-XP-4. This is in the amount of $225.00. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 63761.

6. Received Partial Payment #3 and Certificate of Claim dated July 10, 1986, from Hipskind Concrete Corp., in the amount of $3,903.44, for work on Corline-Monterey Water Contract 85-01. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 63774.

7. Received pay request from Optimization Study at Three Rivers Water Filtration Plant in accordance with the Contract between the City and McNamee, Porter & Seeley in the amount of $6,390.00. — Approved and forwarded to City Utilities Accounting to be charged to said contract.

8. Received pay request from Earth Construction Co., Inc. dated June 30, 1986 in the amount of $32,140.28 per Purchase Order No. A-45055. Also $1,691.59 to be placed into escrow account #40-716-003 at Fort Wayne National Bank. — Approved and paid from Civil City Accounting.

9. Received vacation of dedicated plat for Olympia Heights. Anthony Wayne Bank is the petitioner. — Approved and Resolution 76-81-10 assigned.

10.	Received the following invoices from City Utilities. LOC 0005 St. Joe Road Invoice 605 T 523 $1,530.00 LOC 0017 Bluffton Road 606 T 664 8,355.00 9,885.00	Approved and paid from the Local Road and Street Acct.
11.	Received invoice from Wayne Asphalt & Const. Company in the amount of $500.00 which represents the release of retainage funds held during the winter months for Res. 6029-85 Asphalt Resurfacing (2nd batch).	Approved and paid from Civil City.
12.	Received release of Retention in escrow in the amount of $35,679.42 for Water Contract 85-XP-4 from T-G Excavating. Also $1,595.17 to be returned to City Utilities.	Approved and authorization of payment sent to Anthony Wayne Bank for both releases.
13.	Received Change Order #1 and Final for Contract 85-XP-4 for Ardmore Avenue Water Main - T-G Excavating, Contractor, increasing amount $1,184.28. New contract amount is $67,985.28.	Approved and forwarded to Common Council July 22, 1986.
14.	Received Change Order #1 and Final for Contract 85-XP-1, 30" Indianapolis Road Div. II Feeder Main, decreasing amount of $4,707.16. T-G Excavating, Inc. is the contractor. The new contract amount is $683,310.01.	Approved and forwarded to Common Council July 22, 1986.
15.	Received recommendation from Water Eng. Department that we accept Water Contract 85-XP-4 - 30" Indianapolis Road Div. 2 Feeder Main as part of the City's Water System.	Approved and acceptance letter written to T-G Excavating, Inc.
16.	Received Encroachment Report from Donald & Ethel E. Meyer, 331 Nussbaum Avenue. Encroachment is located at 3414 N. Clinton Street.	Approved.
17.	Received Encroachment Report from Old HBC Corporation 135 W. Columbia Street for encroachment on Harrison St.	Approved.
18.	Received Bid Analysis Sheet on Emergency Invitational Bid for Res. 6051-86, Clinton Street Jersey Barrier. Street Engineering Department recommended contract be awarded to Hipskind Concrete, the lowest bidder.	Approved and Purchase Order in the amount of $37,738.25 issued to Hipskind Concrete.
19.	Received Easement for Gas Mains from Northern Indiana Public Service Company for right of way to a point on the Northerly right-of-way line of US Highway 30. (I.U. - P.U. to Coliseum Blvd. ROW)	Approved. Copy forwarded to NIPSCO for their recording. Copy herein incorporated.
20.	Received Notice of Water Main Extension - Contract No. 85-XP-1, Moeller-Meyer Road Feeder Main, B.O. 156-84, W. O. 63695.	Approved and forwarded to Water Engineering for them to record.
21.	Received recommendation from Water Eng. regarding construction of water main on 4100 block of Ardmore.	Approved and ordered Water Eng. to proceed.

22. Received request for permission to operate a sidewalk cafe during the 3-Rivers Festival.from M. Kyle Chen, 908 S. Calhoun Street, Ft. Wayne, IN.	Approved with conditions that were listed.
23. Received petition for sanitary sewer to accept eng. drawings to establish a resolution for Cook Road Sanitary Sewer Extension - A. F. Smith Subdivision, from Shawnee Middle School to 100± LF W of Lot A.	Approved and B. O. 142-86 issued.
24. Received recommendation for authorization of payment from WPC Eng. for Southwest Interceptor Phase VII, Res. 407-85, John Dehner, Inc. Contractor. This release was in the amount of $6,828.15.	Approved and authorization of payment forwarded to Lincoln National Bank & Trust.
25. Received recommendation from Water Engineering Dept. that we accept Lincoln Village, Sec. I, Contract 8606 as part of the City's Water System.	Approved and letter of acceptance written to Geiger Developing.
26. Received recommendation from WaterEngineering Dept. that we accept Concord Hills, Sec. II, Water Contract No. 8610, as part of the City's Water System.	Approved and letter of acceptance written to Scheidleman Excavating.
27.. Received recommendation that we accept five taxi applications and reject two.	Approved.
28. Received the following driveway permits.	Approved.

R-124-86/4322 Stoney Run/Ron Bresette
R-126-86/6222 Kiwanis Dr./Delegrange Homes
R-127-86/6228 Kiwanis Dr./Delegrange Homes
R-128-86/7712 Bridgewater Dr./Triple R Const.
R-129-86/3404 Clermont Ave./Frank Hamilton
C-54-86/2803 Maplecrest Rd./Trans Am Development
C-50-86/3217 E. Washington Blvd./Exner Const.
R-52-86/232 E. Pettit/Hill Excavating
C-56-86/6203 Fairfield/Harold McComb
C-55-86/3714 Lake Ave./Fox Constracting
R-135-86/3503 Courtwood/Robert Houser

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Lawrence D. Consalvos, Member

Cosette R. Simon, Member

ATTEST: Helen V. Gochenour, Clerk

Monday, July 21, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. EMERGENCY RESOLUTION 76-84-1

Received for Board approval emergency resolution whereas a pavement blow-up of S. Anthony Blvd.

2. EMERGENCY RESOLUTION 76-84-2

Received for Board approval emergency resolution whereas a pavement blow-up occured in 900 block of E. Paulding Rd.

Copy herein incorporated.
Approved and Emergency P. O. A-48306 issued to Three Rivers Barricade & Equipment for barricades and P. O. to Mergy Const. Co. Inc. for the lowest bid in the amount of $2,730.91. The P.O. # is A-483305.

Approved and Emergency P. O. A-48340 issued to Three Rivers Barricade & Equipment for barricades and P. O. issued to Mergy Const. Co., Inc. in the amount of $3,536.80, #A-48339. Copy herein incorporated.

Meeting adjourned at 9:10 a.m.

David J. Kiester

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, July 23, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

O. J. Kiester, Member
C. R. Simon, Member
L. O. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — Tentative Award Wed. 7/30/86.

   Courtyards Sanitary & Storm Sewer
   Res. 422-1986

	Base	Alt.
BERCOT, INC.	187,405.00	146,135.00
JOHN DEHNER	183,615.25	139,445.25
FLEMING EXCAVATING	142,634.50	92,134.50
T-G EXCAVATING	209,082.62	159,804.62

   Engineer's Estimate $150,000.00

2. AWARD CONTRACT — Awarded to Weikel Line Co., Inc. in the amount of $26,726.15 Prior Approval requested August 5, 1986 from Common Council.

   Received recommendation and tabulation from Street Lighting for Wheatridge Addition - Sec. I, Res. 180-86.

3. Received invoice from M. A. Gaines Const. Co. in the amount of $17,418.69 for work performed on Res. 6039-86, Hoagland/Masterson NPI'86. — Approved and ordered payment from CD&P Acctg. to be charged to Appr. #1-72-008-HMC-24-431. per Purchase Order A-47809.

4. AWARO CONTRACT - West Main Street Fire Station. — Taken under advisement.

5. Received recommendation from WPC Engineering regarding Res. 895-85 - Illinois Road Sanitary Sewer Improvement. — Sent board order authorizing WPC to proceed with proceed for Illinois Road portion only. Reckeweg Road will not be done.

6. Received invoice #00491 dated July 15, 1986, from Tank Industry Consultants, Inc. for inspection services performed at the Redwood-Chestnut Tank, Contract 85-XP-4, in the amount of $930.00. — Approved and forwarded to City Utilities to be charged to W. O. 63782.

7. Received Invoice #11 from Howard, Needles, Tammen & Bergendoff for evaluation services related to the evaluation of centrifuges for sludge thickening. — Approved and forwarded to City Utilities per agreement of March 12, 1986.

8. Received final invoice dated 5/30/86 in the amount of $7,261.96 for work completed on Res. 6036-86 - Maumee River Bank Restoration from T & G Excavating. — Approved and forwarded to City Utilities to be paid from Appropriation #5-13-523-W-10-74-431 per P. O. A-45998.

9. Received June 1986 EMA invoice for Engineering Services on Computerization Project at the WPC Plant in the amount of $24,627.66. — Approved and forwarded to City Utilities for payment.

10. Received invoice from Hipskind Concrete Corp. (final) in the amount of $3,267.93 for work completed on Resolution 6035-85, Spy Run NSA '85. — Approved and forwarded to CD&P Accounting.

11. EMERGENCY RESOLUTION #76-86-11

Received emergency resolution for board approval whereas, a pavement blow-up occurred in the 6600 block of North Clinton.

Copy herein incorporated. Approved and Emergency P. O. issued to Three Rivers Barricade & Equipment Co. #A-48353 for barricades and P. O. A-48454 issued to Mergy Const. Co., Inc. in the amount of $9,193.05.

12. Received invoice from Clyde E. Williams & Associates dated 6/30/86 in the amount of $19,575.00 for roadway lighting engineering services per agreement dated 3/12/86.

Approved and charged to LR&S #0045.

13. Received Street Engineering Invoices for CD&P projects from 3/30/86 thru 7/5/86 totaling $4,705.86.

Approved and forwarded to CD&P for payment.

14. Received Invoice IC-2463 from Clyde E. Williams & Associates dated in the amount of $19,575.00 for roadway lighting engineering services per agreement dated 3/12/86.

Approved and paid from account #138-972-0045-4431.

15. Received letter from Mrs. Tillotson, 3016 Lincolndale Avenue requesting extension of time to connect to public sewer until September 4, 1986.

Approved and letter written to Mrs. Tillotson.

16. Received three bus hut locations as submitted by Mr. David Brubaker, President of Bus Huts, Inc. Recommendation by Walt Stout, Traffic Eng. is as follows:

Location #1 - 2900 bl. Fairfield Ave. - Approved as drawn.

Location #2 - 3000 bl. North Clinton - Not approved as drawn. The Bus Hut should be set back an additional five feet to the east for adequate site distance for westbound Dunwood Drive traffic.

Location #3 - Times Corners Parking Lot off of W. Jefferson Boulevard - Approved as drawn.

17. Received copies of revised contracts between the Arnold Group and the Ft. Wayne Board of Works regarding Utility Consumer Regulatory Affairs and State Legislative Affairs. The terms of both agreements shall be from July 1, 1986 to June 30, 1987. The total compensation payable under Agreement for Utility Consumer Regulatory Affairs shall be $12,000.00 and compensation payable under State Legislative Affairs $6,000.00.

Approved and copies herein incorporated.

18. Received Water Contract No. 8617, Arlington Park, Section 17, between Arlinton Park, Sec. 17 Corp and Fort Wayne Water Utility.

Approved.

19. Received Sewer Construction Permit for Georgetowne Place Apartments Sanitary Sewer from Shive Nursing Homes, Inc.

Approved and B. O. 171-86 issued.

20. Received Change Order #1 (FINAL) for Corline-Monteray NPI Water Contract 85-01 increasing contract amount $2,297.05. New Contract amount is $91,178.10. Hipskind Concrete is the contractor.

Approved and forwarded to Common Council August 12, 1986.

21. Received Emergency Improvement Resolution #6052-86 whereas Board deemed necessary to improve S. Clinton Street from Rudisill Avenue to McKinnie Street by construction new curbface walk, driveway/alley approaches.

Approved and copy herein incorporated.

22. Received the following driveway applications: Approved.

R-131-86/3222 Chancellor/Jack McComb
R-132-86/2024 Poinsette/Robert Houser
R-133-86/2720 Engle Rd./Ronald Tucker
R-134-86/1804 Frenchmans Crossing/Windsor, Inc.
R-136-86/966 E. Cook Rd./Star Builders
R-138-86/2410 Knollwood Ct./Carriage Place Homes
R-139-86/2404 Knollwood Dr./Carriage Place Homes
R-140-86/7030 Ordway Dr./Carriage Place Homes
R-141-86/6915 Ordway Dr./Carriage Place Homes
R-142-86/2531 Knollridge Dr./Carriage Place Homes
R-143-86/Hillock Ct./Carriage Place Homes
R-144-86/2404 Hillock/Carriage Place Homes
R-145-86/2410 Hillock Ct./Carriage Place Homes
R-146/86/2625 Knollridge Dr./Carriage Place Homes
R-147-86/2631 Knollridge Dr./Carriage Place Homes
R-148-86/2616 Knollridge Dr./Carriage Place Homes
R-149-86/2610 Knollridge Dr./Carriage Place Homes
R-150-86/2709 Mounded Ct./Carriage Place Homes
R-151-86/2614 Mounded Ct./Carriage Place Homes
R-152-86/2525 Knollridge/Carriage Place Homes
R-153-86/7022 Ordway/Carriage Place Homes
P-30-85 Revised/734 W. Washington/Alan Gradeless
P-53-86/Evard Rd./Cardinal Industries
C-39-86/734 W. Washington/Alan Gradeless
C-57-86/6310 Illinois Rd./Douglass Const. Co.,Inc.

Meeting adjourned at 9:30 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, July 30, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS

Resolution 181-86 - Maintenance Contract for Street Lighting

N. G. Gilbert	$317.50	67.00	50.50	107.50	165.00	136.50	58.00	7.00
T & F Const. Co.	315.00	50.00	40.00	106.00	144.00	113.00	50.00	6.00

2. AWARD CONTRACT

West Main Street Fire Station #7

Awarded to the best and highest bidder
Jim & Diana Miller
1804 W. Main St.
Ft. Wayne, IN 46802
Amount $30,000.

3. AWARD CONTRACT

Received recommendation and tabulation from WPC Engineering for Res. 422-86 - Courtyards Sanitary & Storm Sewer.

Not awarded at this time.

4. Received partial payment #13 in the amount of $208,869.37 from Fleming Excavating for work performed on Summit Park - Res. 74-150-2, EDA Grant No. 06-01-02027. Further Escrow Account in the amount of $23,207.71 to be issued to Decatur Bank & Trust Company. Board to execute a release of escrow funds to Fleming Ex., Inc. in the amount of $56,356.67 which represents substantial completion of work for Phases I, II, III & V.

Approved and forwarded to City Utilities Accounting to be charged to W. O. 72861.

5. Received partial payment #10 & final in the amount of $29,749.82 from Bercot, Inc. for Res. 395-83, Rehabilitation of Sewers, SSES Subsystems DS, ES, CS, KS, Federal Grant # C-180775-02. Further $3,305.53 to be deposited in Summit Bank, Escrow Agent.

Approved and forwarded to City Utilities Accounting to be charged to W. O. 79082.

6. Received Sewer Construction Permit from Z. K. Tazian & Associates for Lafayette Center Road - Complete Auto Transit (GM portion).

Approved and Board Order #174-86 issued.

7. Received invoice from McNamee, Porter & Seeley services rendered in connection with the Water Treatment Pilot Plant in accordance with the agreement between City and Engineer dated 4/2/86.

Approved and forwarded to City Utilities Accounting for payment.

8. Received invoice from ARE, Inc. #5 for professional services rendered for City for Pavement Management System in the amount of $3,367.75.

Approved and paid from LR&S Funds.

9. Received final invoice in the amount of $1,440.00 from Hipskind Concrete for the retainage held on Fairfield NSA, Phase 1, Res. #6031-85.

Approved and forwarded to CD&P Accounting to be paid from Appropriation #1-95-008-FFC-14-431.

10. Received invoice from Brooks Construction Co., Inc. for Res. 6025-85, C.B.D. Resurfacing Project in the amount of $2,410.20.

Approved and paid from Appropriation No. 1-38-972-LRE-S4-431 per P. O. #A-45257.

11. Received invoice in the amount of $2,730.91 for the work completed on Res. 76-84-1 - Pavement Blow-up at 5717 S. Anthony from Mergy Const. Inc.

Approved and payment made as per P. O. #A-48305.

12. Received invoice from Mergy Construction Inc. in the amount of $3,536.80 for work completed on Emergency Resolution No. 76-84-2, Pavement Blow-up at 909 Paulding Road.

Approved and payment made as per P. O. #A-48339.

13. Received Invoice #4 in the amount of $12,071.92 from Hipskind Concrete for Work completed on Michigan Ave. '86, Res. 6042-86, Base Bid.

Approved and forwarded to CD&P Accounting to be charged to Appropriation No. 1-72-008-M1C-24-431 per P. O. Z-47632.

14. Received invoice from Wayne Asphalt & Const. Co., Inc. in the amount of $477.58 for the work completed for the City on the Bluffton Rd. project.

Approved and paid from Appropriation # LRS-13897200174431.

15. Received Invoice #2 in the amount of $14,355.76 from Hipskind Concrete Corporation for work performed on Michigan Ave. '86 - Res. 6042-86, Alternate 1.

Approved and forwarded to CD&P Accounting to be charged to Appropriation No. 1-72-008-M1C-24-431.

16. Received partial payment #7 in the amount of $1,070.00 from Owens Russell Associates for engineering services on Southwest Interceptor S-2, Res. #407-85, Phases 1 thru V.

Approved and forwarded to City Utilities Accounting to be charged to W. O. 72855.

17. Received Light Order and Board Order Invoices as follows.

Approved.

L. O. 5318 $284.65

B. O.	Ludwig Park Area	$4,206.79
B. O. 66-84	Victoria Sq. Area	13,786.48
B. O. 60-84	Westwood Valley I	3,096.16
B. O. 57-85	Fox Point Trail	1,082.38
B. O. 52-82	Kirkwood Area	2,098.79
		24,270.60

18. Received Invoices from HNTB - Archonics as follows:

Forwarded to Jim Haley of Controller's office for payment.

Invoice #4 $2,400.00
Invoice #5 1,500.00
Invoice #6 1,700.00*
*includes credit for deposit

Total outstanding - $2,200.00

19. Received Sewer Construction Permit for Longwood Section 6 Sanitary Sewer from Oakmont Development Company.

Approved and Board Order 176-86 issued.

20. Received for Board approval Resolution 900-1986 "Preliminary", Eastland Gardens-Woodland Acres-Stinson Subdivision. The resolution incorporates Barrett Bonding for the benefited property owners and the City's share through CFW Bond Issue for 1986.

Approved and adopted. Advertisement Notice to Property Owners August 1, with Public Hearing to be held on August 14, 1986 at 3:30 p.m. Copy herein incorporated.

21.	Received from Bonar & Associates, Inc. contract for additional engineering, inspection, and other services to cover additional phase of work on Southwest Reservoir Div. W-1.	Approved and copy herein incorporated.
22.	Received Letter of Agreement submitted by Shambaugh & Son on behalf of Fort Wayne Pools, Inc. for execution by the Board for Easement Waiver.	Approved and forwarded to Water Eng. Department for their distribution.
23.	Received Change Order for Res. 6025-85, CBD Re-surfacing,decreasing contract price $70,893.36 changing contract amount to $231,225.64.	Approved and forwarded to Common Council on August 12, 1986.
24.	Received Change Order #1 for Res. 76-78-1, Pavement Blow-up in 5200 block N. Clinton from Mergy Construction Co., Inc. in the amount of $4,282.75, increasing price to $7,598.00.	Approved and forwarded to Common Council on August 12, 1986.
25.	Received permit for GeorgeTown Addn. Sec. I & II San. & Storm Sewer from Zohrab K. Tazian. The area connection fees for the sanitary sewer shall be set at $700.00 per acre for said development and there are no storm sewer assessments due the City.	Approved. B. O. 175-76 issued.
26.	Received Subagreement Number 3 for Board review and approval. This subagreement adds the A.R.E. pavement management system/IMS coordination and Street Lighting and Traffic system designs to original agreement from Camp, Dress & McKee. Lump sum is $77,500.	Approved. Copy herein incorporated.
27.	Received Contract for Engineering Services from Howard, Needles, Tammen & Bergendoff to proceed with design on the modifications to the digester facilities. The proposed work is as detailed in the Master Plan Up-date. Cost not to exceed $84,600.	Approved. Copy herein incorporated.
28.	Received for Board adoption and approval Illinois Road Sanitary Sewer Extension "Amended" - Construction" Res. 895-1985.	Approved and adopted.
29.	Received for Board approval Water Contract 8613 for Cook Road & Industrial Park between Mark P. Shambaugh and the City of Fort Wayne.	Approved.
30.	Received Special Street Permit for Opportunity Drive from Mark Shambaugh.	Approved and forwarded to Street Department for their handling.
31.	Received petition from Paul and Sharon Beam for repair and replacement of curbs.	Approved and forwarded to Street Eng. for their investigation - B. O. 178-86.
32.	Received petition for drainage at Airline Drive and Premiere Drive - Avalon Missionary Church.	Approved and forwarded to WPC Eng. for their investigation - B. O. 179-86.
33.	Received seven applications for taxi cabs.	All approved.

Meeting adjourned at 10:30 a.m.

David J. Kiesler, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Friday, August 1, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Received "Industrial Road-Ley Road Storm Sewer Improvement Project" Amended Resolution 413-85 "Construction".	Approved and adopted. Copy herein incorporated. Advertisement Notice to Property Owners Published August 4, 1986 with Hearing date set Monday, August 18, 1986 at 3:30 p.m.

Meeting adjourned at 9:10 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

Attest: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, August 6, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	AWARD CONTRACT Street Lighting Resolution 181-86 Maintenance and Unit Price Contract for City of Fort Wayne, Indiana and City Utilities	Approved and awarded to T & F Const. Company in the amount of $250,000 for first year.
2.	Received request for vacation of River Run Trail - petitioner Woodbridge Apartments of Fort Wayne II.	Approved. Res. 76-92-2 assigned.
3.	Received request of vacation of portion of street - Lot 10 Wheatridge - Petitioner Tezheeb H. Jafri.	Approved. Res. 76-92-3 assigned.
4.	Received request for vacation of utility easement - 7' easement running along the east side of Lot 84, Sec. II of Papermill Bluffs - Petioner Craig Shoda.	Approved. Res. 76-92-4 assigned.
5.	As a result of negotiations by the City Land Acquisition Officer, Fred McCulloch, received pay request in the amount of $850.00 payable to Sandpoint Greenhouse, Inc. for damages of Foley Property at 6336 Ferguson Road, Res. 408-85, Southwest Interceptor.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 72855, Phase IV, Land Acquisition.
6.	As a result of negotiations by the City Land Acquisition Officer, Fred McCulloch, received pay request in the amount of $359.75 payable to Sandpoint Greenhouse, Inc. for damages of Longstreet Property, 10209 Coverdale Road,.Res. 408-85, Southwest Interceptor.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 72855, Phase IV, Land Acquisition.
7.	As a result of negotiations by the City Land Acquisition Officer, Fred McCulloc, received pay request in the amount of $220.00 payable to Sandpoint Greenhouse, Inc. for damages at Bailey Property, 12609 Indianapolis Road, Res. 408-85, Southwest Interceptor.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 72855, Phase IV, Land Acquisition.
8.	Received Invoice #2055 from Clyde E. Williams & Associates for engineering charges related to the "Re-Route" or portions of the water main to the GM Facility in the amount of $7,734.54.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63692.
9.	Received invoice in the amount of $1,875.00 from the Arnold Group, 310 N. Alabama Street, Indianapolis, IN for services for Special Consultant.	Approved and charged to said contract. Forwarded to City Utilities Accounting.
10.	Received final invoice from Mergy Const. Inc. for work completed on Blow-up at 6600 N. Clinton Street, Emergency Res. 76-86-11 in the amount of $8,970.00.	Approved and paid from Civil City Misc. Funds.

11.	Received pay request and final invoice from Natgun, Inc. for work performed on Water Contract #85-W-1, Southwest Reservoir, Div. 1, Ferguson & Smith Road, in the amount of $20,509.90.	Approved and forwarded to City Utilities to be charged to W. O. 63757. Also acceptance letter written to Natgun, Inc.
12.	Received pay request from City Utilities in the amount of $45,997.32 for reimbursement for Res. 6021-85, Maplecrest Storm Extension.	Approved and Civil City reimbursed City Utilities from Storm Relief Sewer Funds.
13.	Received Change Order #1 for Res. 6049-86, Parnell Avenue Widening, M. A. Gaines Const. Company, increasing amount of contract by $1,652.00.	Approved and forwarded to Common Council August 12, 1986.
14.	Received Change Order #2 for Res. 6021-85, Maplecrest Road Extension, Earth Construction Company, Inc., Contractor, increasing amount of contract by $59,926.25.	Approved and forwarded to Common Council August 12, 1986.
15.	Received pay request from Dailey Asphalt Products Co. in the amount of $18573.37. for work performed on Res. #6019-85, Beacon Street from Lake Avenue to State Blvd.	Approved and paid from Barrett Law Funds - City Controller's Office.
16.	Received Construction Resolution for the Lawrence Drain Storm Sewer Improvement, Phases I & II - Res. 425-86.	Approved and adopted. Copy herein incorporated. Advertise Notice to Contractors August 22 & August 29,1986 with date to receive bids Sept. 10, 1986.
17.	Received Agreement for Professional Engineering Services during construction phase of East State Blvd. project from Bonar & Associates, Inc.	Approved. Copy herein incorporated.
18.	Received Revised Proposal for Engineering Services for Work at Three Rivers Filtration Plant from McNamee, Porter & Seeley.	Approved. Copy herein incorporated.
19.	Received "Preliminary" Resolution for San. Sewers - East Cook Road - A.F. Smith's Subdivision - Res. 903-86.	Approved. Copy herein incorporated. Advertise Notice to Property Owners Aug. 8 with Public Hearing August 28, 1986 at 3:30 p.m.
20.	Received Construction Resolution for drainage repair - "Pierson Ditch-Lagoon Levee" Res. 423-1986 for board's adoption.	Approved and adopted. Copy herein incorporated. Advertise Notice to Contractors August 8 & 15, 1986 with date to receive bids August 27, 1986.
21.	Received Agreement for engineering and other technical services as needed basis, for General Architectural, Engineering & Planning Services Agreement from Howard Needles Tammen & Bergendoff.	Approved. Copy herein incorporated.
22.	Received recommendation from Water Engineering Department that we accept Woodland of Riverside, Water Contract 7908 (Amended) for "Cove Court, from River Run Trail Northward to its terminus."	Approved and acceptance letter written to Woodland/Riverside Properties, Inc.
23.	Received Replat of Woodlands of Riverside Lots 107 thru 118 submitted Wayne O'Brien/ CD&P.	Approved and notified developer that said plat was ready for recording.
24.	Received petition for standard street lighting on Philip Way between Inwood Drive and Glencairn.	Approved and forwarded to Street Lighting for their investigation.
25.	Received petition from Mrs. Robert Wagner for repair and replacement of the sidewalk at 4015 Old Mill Road.	Approved and forwarded to Street Eng. Department for their investigation. B. O. 183-86 issued.
26.	Received petition for improvement of city Street - Win Avenue.	Approved and forwarded to Street Eng. Department for their investigation. B. O. 184-86 issued.

27. Had discussion regarding Indiana Die Molding, which is located on Front Street, which runs north off of Wallen Road, and west of State Road #3. Water Eng. recommended that Economic Development explore sources of money outside of Utility Funds to help pay for request for water extension.

Board approved recommendation and Economic Development to explore financing methods.

28. Received proposed agreement between Parkview Memorial Hospital, Inc. and the City for permission to make limited use of the streets between its main hospital campus and itshealth center, such improvements to be made at the Hospital's sole expense, along and on Hobson Street and Forest Avenue.

Approved and herein incorporated. Resolution adopted regarding same.

29. Eastland Gardens discussion continued from August 27, 1986.

Board approved adopted project. Ordered WPC Engineering to proceed with plans and specifications.

Meeting adjourned at 9:45 a.m.

David J. Kiestor, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, August 13, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	Received pay request from T-G Excavating (#4) in the amount of $7,763.12 for St. Joe Pump Station Elimination - Resolution #402-84. Also release of retainage requested in the amount of $4,401.17 from Anthony Wayne 8ank.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 72786. Retainage released from Anthony Wayne Bank.
2.	Received Completion Affidavit from Douglas N. Higgins for Water Contract 85-XP-2 - GM Project, plus Certification of Claim for the release of Escrow in the amount of $47,383.25.	Approved and acceptance letter written Release of escrow requested from Lincoln National Bank.
3.	Received partial payment #11 from Hydrostorage, Inc. dated July 28, 1986, for work performed on Gm Elevated Water Tank - Contract 85-W-3. $18,367.84 to Hydrostorage and $966.73 to Escrow - Ft. Wayne National 8ank.	Approved and charged to W. O. 63755.
4.	Received invoice from Soil Testing Inc. in the amount of $500.00 for the soil testing dones on Maplecrest Road.	Approved and forwarded to Bob Ebert to be paid from Civil City Funds.
5.	Received invoice #3872 from Bonar & Associates, Inc. dated July 22, 1986, in the amount of $13,200.00 for professional services for Project M-F 568 (3) Hobson Road - East State Blvd. Intersection, for the period of 1/27/86 thru 7/13/86.	Approved and paid from LR&S #138-972-0026-4431.
6.	Received City Utilities Invoices from Technical Services as follows:	Approved and paid from Local Road and Street Account indicated out of Fund 138.

LOC 0017

8luffton Road	Invoice 697E 227	$7,036.26
LOC 0017		
Bluffton Road	Invoice 606T 710	4,627.50
		$11,663.76

7.	Received Construction Resolution for Lafayette Center Road - Aboite Road, 424-1986.Gravity Sewer and Force Main and Pump Station.	Approved and adopted. Copy herein incorporated. Advertisement Notice to Contractors August 15 & 22, 1986 with date to receive bids September 3, 1986.
8.	Received Water Line Extension, Newaygo Rd./Production Rd., 86-XP-6 for Board's approval.	Approved. Notice to contractors August 15 & 22, 1986, with date to receive bids on September 3, '86.
9.	Received Wallen Rd./Coldwater Road Water Extension Offsite, 86-XP-4 for Board's approval.	Approved. Notice to contractors August 15 & 22, 1986, with date to receive bids on September 3, '86.
10.	Received Improvement Resolution for Street or Alley No. 6053-86 for the Improvement of Planeview Drive from the south property line of Council Drive to the north property line of Heine Drive and Heine Drive from the east property line of Planeview drive to the west property line of Industrial Rd. by constructing storm drainage, curbs and 8" plain concrete or flexible pavement.	Approved and adopted. Copy herein incorporated. Advertise Notice to Contractors Aug. 15 & 22, 1986, with date to receive bids on September 3, '86

11. Received Agreement between City and Schenkel & Shultz, Architects/Engineers for design and planning of city departmental executive offices on the ninth floor as well as the design and planning on the ninth floor of the City-County 8uilding. Maximum amount $1500.00. Also received invoice for $812.58. — Approved.

12. Received invoice from 8arlett Tree Company for $39.80 due on 8roadway Street Tree Replacement. — Approved and paid from Civil City Funds.

13. Received petition for sidewalk in front of 1517 Spring Street from Charles E. Reece. — Approved and forwarded to Street Eng. for their investigation. B. O. 186-86 issued.

14. Received petition for sidewalks & curbs at 1723 E. Wayne from Sports & Spirits. — Approved and forwarded to Street Eng. for their investigation. B.O. 187-86 issued.

15. Received petition for the installation of a water main to serve Lots 15 - 20 Gardendale Addition. — Approved and forwarded to Water Eng. for their investigation. 8.O. 188-86 issued.

16. Received two applications for taxi driver's permits. — Approved.

17. Received the following driveway applications. — Approved.

R-61-86/122 Trick Av./Taher Gilani
R-130-86/1307 Lynn Av./Robert 8arnes
R-154-86/6510 Bristol Rd./Christine Stevens
R-155-86/2820 Overlook Dr./WL Anderson
R-156-86/2308 S. Hanna St./Elizabeth Essex
R-164-86/1131 Louisdale/Robt. Houser
R-165-86/3216 River Forest/Robert Houser
R-166-86/1305 Nrmandale Dr./Scott Lombard Real Estate
R-167-86/1304 Normandale Dr./Scott Lombard Real Estate
R-170-86/5123 S. Webster/Emil Holliday
R-169-86/5906 Arlene/C&J Const.
R-160-86/3114 Dexter Dr./George Helton
R-171-86/1524 Rapids Way/James 8runson
R-172-86/1512 Rapids Way/James 8runson
R-173-86/1212 Shoreview Dr./Windsor 8ldrs.
R-174-86/1612 Shoreview Dr./Windsor 8ldrs.
P-48-86/3501 Harris Rd./Wayne Asphalt
P-55-86/1226 S. Anthony
P-57-86/2705 Camino Ct./8rooks Const.
P-59-86/1951 Griswald Dr./8rooks Const.
P-61-86/2803 Maplecrest Rd./Trans Am Dev.

R-175-86/7505 8ridgewater/Triple R. Const.
R-176-86/7723 Tendall Ct./Triple R. Const.
R-177-86/2826 Overlook Dr./Scott Lombard Re
R-178-86/921 Valdosta/Masterpiece Homes
C-42-82/4620 Parnell/Brooks Const.
C-49-86/1226 S. Anthony/Asphalt & Driveway
C-60-86/3220 blk. 8utler Rd./WL Anderson
C-61-86/4301 Engle Rd./1ndiana Coatings
C-62/86/2705 Camino Ct./8rooks Const.
C-63-86/3012 1ndependence Dr./8rooks Const.
C-64-86/430 W. Coliseum/1rmscher & Sons
C-65-86/1951 Griswald/Brooks-Sentry Mgmt.
C-68-86/1718 E. Paulding/Mdargik Const.
P-39-86/4620 Parnell/Brooks Const.
P-51-86/N. E. Corner Superior & Van Buren
P-56-86/4301 Engle Rd./1ndiana Coatings
P-58-86/3012 1ndependence Dr./8rooks
P-60-86/Ferguson Rd./8rooks
P-62-86/SE Cook Rd. & Lima/Brooks

Meeting adjourned at 9:35 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Thursday, August 14, 1986

Department of Public Works & Safety
Office of the Board
Room 126, City-County Building
Hearing held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. PUBLIC HEARING - NOTICE TO PROPERTY OWNERS Illinois Road Sanitary Sewer Extension "Amended" - "Construction"	Confirmed. Advertisement for bids August 22, 1986 and 8/29,1986. Date to receive bids September 10th, 1986 at 9:00 a.m. Ordered WPC Eng. to proceed with plans and specs.
2. PUBLIC HEARING - NOTICE TO PROPERTY OWNERS Sewer Improvement Resolution 900-1096 "Preliminary" Eastland Gardens, Woodland Acres & Stinson Subdivision.	Continued to September 3, 1986.

Meeting adjourned at 7:00 p.m.

David J. Kiester

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour

Helen V. Gochenour, Clerk

MONDAY, AUGUST 18, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

ACTION

1. PUBLIC HEARING
NOTICE TO PROPERTY OWNERS
Industrial Road - Ley Road Storm Sewer Improvement
Amended "413-1985" "Construction:

Continued to September 3, 1986.

Meeting adjourned at 4:30 p.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, August 20, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS
Res. 86-XP-3 - Clinton Park Water Contract — Award Contract 8/27/86

ALL STAR CONST.	$126,058.65	
BERCOT, INC.	193,201.00	
JOHN DEHNER, INC.	153,648.00	
LAND, INC.	127,880.00	
SCHEIDLEMAN EXC.	145,755.00	
T-G EXCAVATING	143,489.75	
Engineer's Estimate	100,861.00	Div. I Offsite Base Bid
	28,725.00	Div.II Onsite Base Bid

2. RECEIVE BIDS
Res. 86-XP-5 - Ardmore Ave. from Engle N. to Westbury Drive — Award Contract 8/27/86

ALL STAR CONST.	24,460.00
BERCOT, INC.	23,997.50
LAND, INC.	22,825.00
MILLER & ASSOC.	21,851.12
SCHEIDLEMAN EXC.	29,780.00
T-G EXCAVATING	25,523.10
Engineer's Estimate	19,675.00

3. Received partial payment #6 (Final) in the amount of $65,835.50 from Bercot, Inc.for work performed on Res. 408-1985 - Southwest Interceptor S-2, Ph. II. — Approved and forwarded to City Utilities to be charged to Work Order #72855.

4. Received partial payment #8 in the amount of $7,948.33 from Land Excavating, Inc. for work performed on Southwest Interceptor S-2, Res. 408-85, Phase IV. Also retainage monies in the amount of $883.15 placed in escrow - Lincoln National Bank. — Approved and forwarded to City Utiliites Accounting to be charged to Work Order #72855.

5. Received invoice from Fleming Excavating in the amount of $6,541.75 for work performed on Southwest Interceptor S-2, Res. 408-85, Phase III. Also release of escrow to be released is $13,354.45 — Approved and forwarded to City Utilities Accounting to be charged to Work Order #72855.

6. Received invoice #9 in the amount of $58,291.45 for Maplecrest Road Extension Res. 6021-85 from Earth Construction Co., and also $3,067.97 to be deposited at Fort Wayne National Bank for Escrow. — Approved and forwarded to Bob Ebert, to be paid from Civil City Funds as per P. O. A-45055.

7. Received invoice in the amount of $34,194.30 from Wayne Asphalt & Construction for work performed on Res. 6045-86, Asphalt Resurfacing First Package. — Approved and paid from Civil City Funds.

8. Received invoice #1 from Hipskind Concrete in the amount of $26,060.31 for work performed on Emergency Res. 6051-86 - Clinton Street from Leith to Wildwood.

   Approved and forwarded to Bob Ebert to be paid from Civil City Funds.

9. Received invoice in the amount of $24,656.39 from Wayne Asphalt & Construction for work performed on Res. 6047-86 - Asphalt Resurfacing 3rd package.

   Approved and forwarded to Bob Ebert to be paid from Civil City Funds.

10. Received resolution that Cosette R. Simon be hereby designated to be authorized signatory in behalf of the City of Fort Wayne or any instruments or documents pertaining to USEPA Grants.

    Approved and Resolution 76-97-10 assigned. Copy herein incorporated.

11. Received pay request from Bonar & Associates on GM Plant Ground Storage Water Reservoir & Pumping Station, Division W-1 in the amount of $16,943.05.

    Approved and forwarded to City Utilities per their agreement for additional services signed 7/30/86.

12. Received pay request of retainage withheld on Miscellaneous Construction - Paraplegic Ramps, City-County Bldg., & Freiman Square from Tomco Construction. in the amount of $838.27.

    Approved and forwarded to Bob Ebert to be paid from Miscellaneous Const. funds.

13. Received final invoice for retainage held on Res. 5989-83 Base Bid - Barr Street Improvements from Dailey Asphalt Products Co., Inc. in the amount of $706.80.

    Approved and forwarded to CD&P for payment.

14. Received final invoice in the amount of $117.00 for retainage held on Res. 5989-83, Alternate II, from Dailey Asphalt Products in the amount of $117.00.

    Approved and forwarded to CD&P for payment.

15. Received Invoice for July from E.M.A. for Engineering Services on the Computerization of the WPC Plant in the amount of $23,265.07.

    Approved and forwarded to City Utilities Accounting to be charged to W. O. 79083.

16. Received invoice dated July 21, 1986 from Pitometer Associates in the amount of $5,250.00 for work performed on Pitometer Survey - Master Plan Study.

    Approved and forwarded to City Utilities Account to be charged to W. O. 63678.

17. Received Partial Payment Requests 1 and 2 from All Star Construction and Excavating, Inc. in the amount of $27,382.08 and $2,217.60 respectively for work performed on West Jefferson Water Main Extension, Contract 86-XP-2. Also received Completion Affidavit.

    Approved and forwarded to City Utilities Accounting to be charged to Work Order 63903.

18. Received Invoice #P19803 from Treaty Company in the amount of $736.10 for material supplied on the Southwest Pump Station Project.

    Approved and forwarded to City Utilities Accounting to be deducted from monies owed Robert Henry Co. - W. O. 63758.

19. Received City Utilities Invoices to be paid from the Local Road & Street Account indicated out of Fund 138 as follows:

    Approved and forwarded to Bob Ebert to be paid from Civil City Funds.

LOC 0005 St. Joe Road	Invoice 606T 709	$930.00
LOC 0017 Bluffton Road	Invoice 608T 790	4,837.50
LOC 0044 Maplecrest Road	Invoice 606T 665	450.00
		6,217.50

20. Received invoice from Three Rivers Barricade & Equipment Co. in the amount of $545.12 for Pavement Blow-up at 909 Paulding Road, Emergency REs. 76-84-2.

    Approved and paid from Civil City per P. O. A-48340.

21. Received invoice from Three Rivers Barricade & Equipment Co. in the amount of $382.85 for Pavement Blow-up at 5717 S. Anthony Street, Emergency Res. 76-84-1.

    Approved and paid from Civil City Funds per P. O. A48306.

22. Received invoice from Three Rivers Barricade & Equipment Company in the amount of $281.40 for work performed on Pavement Blow-up at 5200 N. Clinton Street, Emregency Resolution 76-78-1.	Approved and paid from Civil City as per P. O. A-53750.
23. Received invoice from Three Rivers Barricade & Equipment Company in the amount of $469.44 for Pavement Blow-up at 6600 N. Clinton Street, Emergency Resolution No. 76-86-11.	Approved and paid from Civil City as per P. O. A-48353.
24. Received Sewer Construction Permit from Macke Development Corporation for Pine Valley Country Club, 13th & 14th Additions. Construction to be performed by Hanks Construction Co., Inc.	Approved and forwarded to WPC Eng. B. O. 188-86 issued.
25. Received Sewer Construction Permit from Georgetown Car Wash, 6205 E. State Blvd., construction to be performed by Hamilton Hunter Builders, Inc., 915 S. Lafayette St. Fort Wayne, Indiana 46802.	Approved and forwarded to WPC Eng. B. O. 189-86 issued.
26. Received Proposal from S. E. Johnson Company, Contractors, Dailey Division, for Clinton Street Project for Manhole Castings (cost $272.00 and Water Valve Adjustable Castings ($115.00 Ea.)	Approved.
27. Received invoice from McNamee, Porter & Seeley, Consulting Engineers in the amount of $12,088.76 in connection with the Fountain Improvements at Fort Wayne, Indiana.	Approved and forwarded to City Utilities Accounting in accordance with City's letter of September 4, 1985. This should be charged to Work Order #63883.
28. Received Change Order for Res. 5989-83, Barr Street Improvements - Base Bid -from L. W. Dailey, Inc. decreasing amount of $2,874.52.	Approved and forwarded to Common Council September 9, 1986.
29. Received Change Order #1 for Res. 5989-83, Barr Street Improvements Alternate II, L. W. Dailey, Inc., Contractor, in the amount of $1,166.83.	Approved and forwarded to Common Council September 9, 1986.
30. Received Water Contract No. 8615 - Seneca Hills, Sec. VI and VII between Afffordable Homes by John Pelkington, Inc.and City.	Approved and forwarded to Water Engineering for their handling.
31. Received Improvement Resolution for Curb and Sidewalk No. 6054-86, 1986 Bond Issue for for improvement of Plaza Drive and Central Drive.	Approved and adopted. Copy herein incorporated.
32. Received the following petitions. Water - Wayne Trace to Fleming to Bueter Rd. Curbing on Lot 34 & 35 E. of Clinton Storm Sewer from McMillen Park.	B.O. 190-86 issued. Sent to Water Eng. B.O..191-86 issued Sent to Street Eng. B.O. 192-86 issued. Sent to WPC Eng.
33. Received Utility Agreements from I & M & Comcast Cable for East State Blvd. from 700 feet W. of Hobson Rd. to 600 feet East of Hobson Road. Also Utility Agreements from NIPSCO and GTE.	Approved and copies herein incorporated.
34. Received request from Virgil L. Coble for sewer extension, 5003 Hatfield Rd., Ft. Wayne.	Denied because it is was not hardship case.

Meeting adjourned at 10:15 a.m.

David J. Kiester, Member

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, August 21, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 9:00 a.m.

H. James Haley, Acting Director
Cosette S. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Received Emergency Resolution 76-102-1 whereas, as a result of moving the City scale to the Lafayette Complex, the traffic flow of the heavy vehicles over the tank fills caused the concrete to collapse causing damage to the tank fills. Board of Public Works declared emergency and order Purchasing Department to issue a P. O. to Jack Hildebrand, in the amount of $11,850.00 the lowest bid of two quotes..

Approved and Emergency Res. No. 76-102-1 adopted. Copy herein incorporated.

Meeting adjourned at 9:10 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

Wednesday, August 27, 1986

Department of Public Works & Safety
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS
Res. 423-86 - Pierson Ditch-Lagoon Levee — Award Contract 9/3/86.

SPEARS-DEHNER	57,224.60
T-G EXCAVATING	52,524.00
Engineer's Estimate	45,000.00

2. AWARD CONTRACT

Received tabulation and recommendation from Water Engineering for Res. 86-XP-3 - Clinton Park Water Contract. — Will award at a later date subject to receipt of State Funding.

3. AWARD CONTRACT

Received tabulation and recommendation from Water Engineering for Res. 86-XP-5 - Ardmore Avenue from Engle N. to Westbury Drive. — Awarded to Land Excavating, Inc. (2nd lowest) in the amount of $22,825.00. Miller & Associates (low bidder) was rejected due to failure to comply with compliance requirements.

4. Received pay request from Land Excavating, partial payment #2 in the amount of $71,647.16 for Miami Village Storm Sewer Separation - Res. 420-86. — Approved and forwarded to City Utilities Accounting to be charged to W. O. 73090.

5. Received invoice IC-1741 dated August 22, 1986, from Clyde E. Williams & Associates for engineering services related to water main extension to the GM facility in the amount of $2,987.02. — Approved and forwarded to City Utilities to be charged to W. O. 63692.

6. Received invoice No. 9355567 dated August 14, in the amount of $11.00 from Emery WorldWide for Infrastructure Management System. — Approved and forwarded to City Utilities to be charged to W. O. 63750.

7. Received pay request from Bonar in the amount of $326.88 for professional services pursuant to contract dated 4/25/84, as amended 6/2/86. — Approved and forwarded to City Utilities Accounting.

8. Received Invoice No. 1 in the amount of $11,191.95 from M. A. Gaines Construction for Res. 6049-86 for Parnell Avenue Widening — Approved and paid from Civil City.

9. Received Miscellenous Invitational Bid for the following. — Awarded to Mergy Construction Company the lowest bidder. P. O. to be issued to Mergy in the amount of $4,936.50.
   1) N.W. & S.W. Corners - Calhoun & Paulding
   2) N.E. Corner - Calhoun & Paulding (Corner Cut Back)
   3) 4337-4343 Drury Lane - Remove and replace yard walk & curb.

10. Received special street permit from Georgetowne Place Development Corporation. — Approved. Board Order 194-86 issued.

11. Received Sewer Construction Permit for Betty Avenue Sanitary Sewer Lots 84 through 89 from Woodstock & Company. — Approved and B. O. 195-86 issued.

12. Received Sewer Construction Permit for Meadowbrook Drive Sanitary Lot #26 from Mark McNeal, Mel Graber, Contractor. — Approved and B. O. 196-86 issued.

13. Received Improvement Resolution for Sidewalk No. 6056-86 from Street Eng. (Bond Issue) — Approved and adopted. Copy herein incorporated.

14. Received the following petitions for street lighting: — Approved and forwarded to Street Ltg.
   3808 Oak Park & 3816 Oak Park (between)
   Westmoor Park Extended
   Sanibel Acres (SW Quadrant of Ranchwood Addn.

15. Received petition for storm sewers on Dalgren Avenue. — Approved and forwarded to WPC for their investigation - B.O. 197-86 issued.

16. Received petition for right of way amenities surrounding structure at corner of Webster and W. Berry St. (229) W. Berry St.) — Approved and forwarded to Street Engineering to investigate.

17. Received applications from four taxi driver applicants. — Four approved.

18. Eastland Gardens discussion. — Discussion continued.

19. Received recommendation from street lighting on the following street light orders.

L.O. 5351 - Versailles Vil. Pl. (86 bond issue) — See light order 5283.
L.O. 5296 - Wahama Dr. - included with B.O. 10-82 - Avalon Pl.
L.O. 5315 - Cancel - no need for additional ltg.
L.O. 5283 - Versailles Village - Done by City under private contract with developer
L.O. 5305 - Victoria Sq. Apts. - B. O. 66-84 assigned
L.O. 5313 - request for ornamental Street ltg. B.O. 26-86 assigned.
L.O. 5282 - B.O. 142-85 issued to do combination sidewalks, curbs & st. ltg. for Wabash Ave.
L.O. 5318 - Alley light of Richardsville Ave. - assigned a B.O. 197-85
L.O. 5259 - Alley light between Rosemont & W. State in 1500-1600 bl. - 1 100w H.P. alley light behind 1532 Rosemont Dr.

Materials	$75.00
Labor	75.00
Total	150.00

L.O. 5253 - street lights 2400-25-- bl. of Princeton Dr. - 1 100 alum pole, lum & lamp in front of 2423 Princeton Ave. Materials $620.00, Labor 210.00. Total 230.00

L.O. 5253 - Hillside Ave. bet. 1900-2032 - Recommend installationof 3 150 w. H.P.S. lum and lamps on Hillside Av. bet. Forest Av. & McDougal Av. - Mat. $1860.00 - Labor 660.00 - Total $2,520.00

L.O. 5247 - Butler Ct. - Recommend 7 pole, lum and lamps on Butler Ct.
Mat. $4372.00 - Labor 1620.00 - Total $5992.00
L.O. 5290 - St. light on Hensch St. bet. 2015 & 2118 - recommend 1 150 w. H.P.S. lum & lamp in front of 2102 Hensch St. - Mat. $ 630.00 - Labor 220.00 - Total $850.00

L.O. 5275 -Recommend the installation of 5 alum poles & 5 lum and lamps on W. State between N. Highland Blvd. & Edith Ave.
L.O. 5289 - Recommend the installation of 1 lum and lamp on existing pole across from 3422 Indiana
Mat. $170.00 - Labor 100.00 - Total $270.00

20. Received amendments & revisions to Fort Wayne Water Pollution Control Utility General Rules & Regulations. — Approved. Copy herein incorporated.

21. Received resolution designating H. James Haley as Board's Representative to Plan Commission. — Approved. Copy herein incorporated.

22. Received Change Order No. 1 (Final) on Water Contract 86-XP-2 - West Jefferson Blvd. in the amount of $1,595.13 increasing contract price $32,888.53. — Approved. Sent to Common Council 9/9/86.

23. Received Sewer Construction Permit for Paradise Cafe-Canterbury-St. Joe Road from Sturges Griffin Trent & Co. - Contractor R.A. &.S. Plumbing. — Approved. Forwarded to WPC Eng. for their handling. B.O. 197-86 issued.

24. Received "Concordia Gardens Storm Improvement" Res. 426-1986 for Board's adoption from WPC Eng. Dept. — Approved and adopted. Copy herein incorporated.

25. Received invoice no. 15692 from McNamee, Porter & Seeley, Consulting Engineers in the amount of $2,934.50 in connection with Water Treatment Pilot Plant in accordance with the Agreement between the City of Fort Wayne and the Engineer dated 4/2/86. — Approved and forwarded to City Utilities for payment.

26. Received Improvement Resolution 6055-86, Parnell Avenue Sidewalks - 1986 Bond Issue for approval. — Approved and adopted. Copy herein incorporated. Advertise Aug. 29 & Sept. 5, 1986 Notice to Contractors.

27. Received Improvement Resolution 6057-86, New Kirkwood Park Street Repair - 1986 Bond Issue — Approved and adopted. Copy herein incorporated. Advertise Aug. 29 & Sept. 5, 1986 Notice to Contractors.

28. Received the following driveway permits. Approved.
R-61-86/1411 Runnion/Tom Arnold
R-187-86/Old Mill Rd./Robt. Houser
R-64-86/3115 Independence Dr./Wayne Asphalt
C-69-86/3114 Independence Dr./Wayne Asphalt
P-63-86/2229 S. Anthony/Gaines Const.
R-163-86/2827 Autumn Leaf Lane/Hallmark Homes
164-86/2326 Oliver/S & S Contractors
C70-86/2707 Lofty Dr./Grahm-Lanz
R-185-86/6930 River Haze Rd.,/Worthman Homes
R-184/864221 Castell Dr./Redinger & Assoc
R-181-86/River Forest/Robert Houser

29. Received agreement between City and Park Center Inc. Approved and copy herein incorporated.

30. Received Resolution for Board approval whereas Board resolve and approved Real Estate Lease to be entered by and between City and Park Center. Approved and copy herein incorporated.

Meeting adjourned at 10:15 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday 9/3/86

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Building
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

I. RECEIVE BIDS
Water Contract 86-XP-4
Wallen Road/Coldwater Road Offsite
Water Main Extension

Ordered Water Eng. to tabulate and report. Award Contract 9/10/86.

ALL STAR CONST.	$109,106.68
BERCOT, INC.	140,676.00
JOHN DEHNER, INC.	108,751.34
LAND INC.	110,200.00
SCHEIDLEMAN EXC.	89,271.50
T-G EXCAVATING	140,426.10
Eng. Est.	117,600.00

2. RECEIVE BIDS
Water Contract 86-XP-6
Production-Newago Rds. Water Main Connections

Ordered Water Eng. to tabulate and report. Award Contract 9/10/86.

ALL STAR CONST.	38,654.00
BERCOT, INC.	52,072.00
JOHN DEHNER, INC.	36,235.26
LAND, INC.	32,430.00
SCHEIDLEMAN EXC.	28,895.55
T-G EXCAVATING	32,403.55

3. RECEIVE BIDS
Improvement Res. 6053-86
Planeview Dr.-Heiny Dr. St. Improvement

Ordered Street Eng. to tabulate and report. Award not determined.

JOHN DEHNER, INC.	32,650.50 Base
	81,577.50 Alt. I
	- Alt. II
LAND INC.	34,969.00 Base
	-. Alt. I
	65,339.25 Alt. II
	65,050.00 Alt. III
WAYNE ASPHALT	47,684.50 Base
	116,500.00 Alt. I
	82,710.75 Alt. II
	97,720.50 Alt. III

4. RECEIVE BIOS
Sewer Construction Res. 424-1986
Lafayette Center Rd. - Aboite Rd.

ALL STAR EXC.	$310,758.62
BERCOT, INC.	325,118.00
JOHN OEHNER, INC.	296,374.59
LAND, INC.	226,520.80
T-G EXCAVATING	342,443.35
Engineer's Estimate	355,000.00

Ordered WPC Eng. to tabulate and report. Award contract 9/10/86.

5. AWARO CONTRACT

Received tabulation and recommendation on Res. 423-84 - Pierson Ditch-Lagoon Levee. (WPC Eng.)

Awarded to T-G Excavating in the amount of $52,524.00. Prior approval requested on 9/2/86. Formal approval requested on 9/16/86.

6. AWARO CONTRACT

Received tabulation and recommendation on Res. 86-XP-3 - Clinton Park Water Contract. (from Water Engineering).

Awarded to All Star Construction in the amount of $126,058.65. Sent to Common Council on 9/16/86.

7. Received invoice in the amount of $3,891.51 from Hipskind Concrete Corporation for work performed on Res. 6041-86, Oxford 86.

Approved and forwarded to CO&P Accounting to be charged to Appropriation No. 1-72-008-OXC-24-431 per Purchase Order No. A-47488.

8. Received invoice in the amount of $3,887.21 from Hipskind Concrete for work performed on Res. 6041-86, Oxford '86.

Approved and forwarded to CO&P Accounting to be charged to Appropriation No. 1-72-008-OXC-24-431 per Purchase Order No. A-47488.

9. Received invoice from Hipskind Concrete for work performed on Emergency Res. 6051-86, Clinton St. from Leith to Wildwood.

Approved and paid from Appropriation No. 1-38-972-LRE-S4-431.

10. Received Indiana Oepartment of Highways invoice number 8800239 in the amount of $26,220.69 which was supplement to invoice no. 87002. This is city share of E. State Project MAM-F568 (2).

Approved and forwarded to Bob Ebert to be charged to LR&S funds.

11. Received pay request from Hipskind Concrete Corporation for Emergency Res. 6052-86, Clinton Street from Rudisill to McKinnie.

Approved and charged to Appropriation No. 138-972-LR&S-4431.

12. Received for Board approval Water Main Improvement Resolution 1034-86 for Inwood Orive.

Approved and adopted. Copy herein incorporated. Notice to property owners mailed 9/5/86 with hearing date to be 9/18/86.

13. Received Improvement Res. 6058-86 for curbs on Both sides of Piqua Avenue from Wildwood Avenue South to Clinton St.-1986 Bond Issue

Approved and adopted. Copy herein incorporated. Advertisement to Property owners 9/5 & 9/12 with date to receive bids 9/24/86.

14. Received Improvement Res. 6059-86 for Improvement Res. 6059-86, Madison St. & Hanna St. - 1986 Bond Issue.

Approved and adopted. Copy herein incorporated. Notice to Contractors 9/5/86 & 9/12/86 with date to receive bids 9/24/86.

15. Received Improvement Res. 6060-86 for Improvement Res. 6060-86, Archer Ave. Curbs (both sides)-1986 Bond Issue.

Approved and adopted. Copy herein incorporated. Notice to Contractors 9/5/86 & 9/12/86 with date to receive bids.

16. Received Improvement Res. 6061-86, Luther Street Sidewalks & Orives-1986 Bond Issue.

Approved and adopted. Copy herein incorporated. Notice to Contractors 9/5/86 & 9/12/86 with date to receive bids 9/24/86.

17. Received for Board approval Resolution regarding Lawrence Drain whereas Allen County Drainage Board previously approved and resolved that part of Lawrence Drain, lying within City limits be relinquished to City and prorated portion of existing maintenance funds therein be assigned to City. Board authorized and empowered to accept a prorated portion of existing maintenance funds to be used in accordance with law. It was further resolved that each Board member is authorized and empowered to execute any and all documents that may be necessary in future to complete acceptance of Lawrence Drain situated in City and existing maintenance funds associated with same.

Approved. Copy herein incorporated.

18. Received sewer construction permit from J. Andrew Norton and Don Drake for Airport North Office Park, Cook & Lima Roads. Construction to be performed by Brooks Const.

Approved. Board Order #198-86 issued.

Meeting adjourned at 10:05 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, September 4, 1986

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Building
Hearing held at 3:30 p.m.

H. James Haley, Acting Director
C. R. Simon, Member
L. D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

1. HEARING ON NOTICE TO PROPERTY OWNERS Res. 903-86 - East Cook Road Sanitary Sewer Extension - A.F. Smith Subdivision "Preliminary".	Approved. Sent Board Order to Water Pollution Control Engineering to proceed with plans and specifications.

Meeting adjourned at 4:15 p.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

Helen V. Gochenour

ATTEST: Helen V. Gochenour, Clerk

September 10, 1986

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Bldg.
Meetint held at 9:00 a.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

1. RECEIVE BIDS
Res. 895-86
Illinois Rd. Sanitary Sewer Extension

ALL STAR CONST.	$153,482.61
BERCOT, INC.	165,763.50
DEHNER, INC.	160,746.94
FLEMING EXCAVATING	179,603.50
T-G EXCAVATING	167,446.05
Eng. Est.	167,446.05

AWARD CONTRACT 9/17/86

2. RECEIVE BIDS
Water Contract 86-04
Kirkwood Park Water Main Replacement

ALL STAR CONST.	70,890.00
BERCOT, INC.	67,529.00
DEHNER, INC.	68,281.97
FLEMING EXCAVATING	101,245.00
LAND INC.	72,058.00
Eng. Est.	67,825.00

AWARD CONTRACT 9/17/86.

3. AWARD CONTRACT
Received recommendation and tabulation from Water Engineering on Water Contract 86-XP-4, Wallen Rd./Coldwater Rd.

Awarded to Scheidleman Excavating in the amount $89,271.50. Sent to Common Council on September 23, 1986.

4. AWARD CONTRACT
Received recommendation and tabulation from Water Engineering on Water Contract 86-XP-6 Production-Newaygo Rd. Connection.

Awarded to Scheidleman Excavating in the amount of $28,895.55. Sent to Common Council on September 28, 1986.

5. AWARD CONTRACT
Received recommendation and tabulation from Street Engineering on Res. 6053-86, Planeview Drive & Heiny Drive.

Awarded to John Dehner, Inc. in the amount of $32,650.50 Base
81,577.50 Alt. I.
Sent to Common Council on September 28, 1986.

6. Received partial payment Invoice No. 7 from All Star Construction & Excavating, Inc. for work performed on Water Main to North American Van Lines - Contract 85-XP-7, in the amount of $5,749.75.

Approved and forwarded to City Utilities Accounting to be charged to W. O. 63770.

7. Received recommendation from Water Eng. Dept. that we accept Water Contract 8602, Arlington Park, Sec. XVI as part of the City's water system.

Approved and acceptance letter written to Kurtz Excavating, Inc.

8. Received recommendation from Water Eng. Dept. that we accept Centennial Industrial Park, Sec. V., Water Contract 8520 as part of the City's Water System.

Approved and acceptance letter written to John Dehner, Inc.

9. Received recommendation from Water Eng. Dept. that we accept Water Contract 8604, Willow Creek Crossing Phase V & Vi as part of the City's Water System.

Approved and acceptance letter written to Brooks Construction Company.

10.	Received recommendation from Water Eng. Dept. that we accept Water Contract 8609, Wheatridge, Sec. II as part of the City's Water System.	Approved and acceptance letter written to Geiger Developing Inc.
11.	Received recommendation from Water Eng. Dept. that we accept Water Contract 8611, Tanbark Trails, Sec. III, as part of the City's Water System.	Approved and acceptance letter written to Scheidleman Excavating.
12.	Received invoice #2 from Wayne Asphalt & Construction Co., Inc. in the amount of $24,814.30 for work performed on Res. 6047-86, Asphalt Resurfacing 3rd Package.	Approved and forwarded to Civil City Acctg. for payment.
13.	Received request from All Star Construction & Excavating for reduction of escrow on Res. 85-XP-7 in the amount of $13,063.82 for North American Van Lines Water Main Contract.	Approved and issued Authorization of Payment to Escrow Agent - Summit Bank.
14.	Received Invoice No. 2 in the amount of $6,557.64 from Wayne Asphalt & Const. Co., Inc. for Res. 6045-86, Asphalt Resurfacing 1st Package.	Approved and forwarded to Bob Ebert, Civil City Acctg. for payment.
15.	Received final invoice from Brooks Const. Co., Inc. for the retainage held on the Res. 6025-86 C.B.D. Resurfacing Project in the amount of $23,122.56.	Approved and forwarded to Bob Ebert, Civil City Accounting to be charged to Appropriation No. 1-38-972-LRE-S4-431.
16.	Received invoice in the amount of $3,773.92 from Hipskind Concrete Corporation for work performed on Emergency Resolution No. 6051-86, Clinton Street from Leith to Wildwood.	Approved and charged to Appropriation No. 1-38-972-LRE-S4-431 per P. O. A-48242.
17.	Received invoice from Mergy Construction Co., Inc. for work performed on pavement blow-up at 5200 N. Clinton St. in the amount of $7,598.00.	Approved and charged to P. O. A-53751.
18.	Received Sewer Construction Permit for Wallen Hills Sanitary Sewer Extension from Northill Development Corporation, construction to be performed by Scheidleman Excavation, Inc.	Approved and Board Order 205-86 issued.
19.	Received Sewer Extension Agreement for Georgetown Car Wash at E. State Blvd. Agreement between Don Merryman & Carolyn Merryman & Garner Enterprises and City.	Approved and forwarded to WPC Eng. for their recording. Copy herein incorporated.
20.	Received Resolution rescinding the Board's action on Robison Park.	Approved. Copy herein incorporated.
21.	Received Interlocal Agreement between the City and the County for Complete Auto Transit/ Auto Truck Project - Sanitary Sewer.	Approved. Copy herein incorporated.
22.	Received Utility Agreements for the following. NIPSCO - on Coliseum Blvd. from Lake Ave. to U. S. #33 (Goshen Road) COMCAST - Same location GENERAL TELEPHONE - Same Location I & M - Same location	Approved. Copies herein incorporated.

23.	Received two taxi cab license applications.	Approved and letters written.
24.	Received street lighting petition for street light on Burgess & Windom.	Approved and ordered Street Lighting to investigate and report.
25.	Charles Downey appeared before the Board to inquire about enforcement of taxi ordinance.	Board will investigate.
26.	Discussion with Carl O'Neal regarding Monteray Drive.	Board approved the construction as an addition to the Corline-Monteray Project- The west lane of Monterey drive between Ardis & Lakewood.
27.	Discussion with Tom Pallone, WPC Eng. regarding Lafayette Center Road - Aboite Road, Res. 424-1986.	Approved and awarded to Land, Inc. in the amount of $226,520.80. Sent to Common Council on 9/23/86.
28.	Received Change Order #1 (Final) for Contract Order 85-XP-7, 16" Water Main to North American Van Lines increasing amount $2,009.54 changing Contract price to $274,785.52.	Approved and forwarded to Common Council on 9/23/86.
29.	Received the following driveway permits.	Approved.

R-37-86/4302 Arlington/Better Built
R-65-86/3010 Independence Dr./Indiana Const.
P-66-86/Ley Rd. West side of R/R tracks/Wayne Asphalt
C-71-86/3010 Independence Dr./Indiana Const.
R-72/Ley Rd. West Side of RR Tracks/Wayne Asphalt

Meeting adjourned at 10:30 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochénour, Clerk

Wednesday, Sept. 17, 1986

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Bldg.
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour, Clerk

1. RECEIVE BIDS
Res. 425-86 - Lawrence Drain Storm Improvement

Award Contract 9/24/86. Informed WPC Eng. to tabulate and report.

John Dehner	$157,083.65	Ph. I
	No bid	Ph. II (Base Bid)
	No bid	Ph. II (Alt. Bid)
Spears-Dehner	No bid	Ph. I
	125,501.00	Ph. II (Base Bid)
	147,826.00	Ph. II (Alt. Bid)
T-G Excavating	196,029.25	Ph. I
	No bid	Ph. II (Base Bid)
	No bid	Ph. II (Alt. Bid)
Engineer's Bid	$156,025.00	Ph. I
	87,875.00	Ph. II (Base Bid)
	98,675.00	Ph. II (Alt. Bid)

2. RECEIVE BIDS - Res. 6054-86
Plaza Dr. & Central Dr. - 86 Bond Issue

Award Contract 9/24/86. Informed St. Eng. to tabulate and report.

Gaines Const.	71,263.90
M. A. Gaines	78,720.50
Hipskind Concrete	74,983.35
Rieth-Riley	87,401.30
Engineer's Estimate	92,204.80

3. RECEIVE BIDS - Res. 6055-86
Parnell Avenue - 86 Bond Issue

Award Contract 9/24/86. Informed St. Eng. to tabulate and report.

John Dehner, Inc.	59,412.35
M. A. Gaines	31,731.20
Hipskind Concrete	31,731.20
Rieth-Riley	34,907.00
Engineer's Estimate	40,153.40

4. RECEIVE BIDS - Res. 6056-86
Delaware & Tecumseh - 86 Bond Issue

Award Contract 9/24/86. Informed Street Eng. to tabulate and report.

Gaines Const.	68,021.50
M. A. Gaines	61,682.50
Hipskind Concrete	72,165.00
Rieth-Riley	83,241.50
Engineer's Estimate	81,366.00

5. RECEIVE BIDS - Res. 6057-86
New Kirkwood Park Street Repair - 86 Bond Issue

Award Contract 9/24/86. Informed St. Eng. to tabulate and report.

John Dehner, Inc.	108,397.40
Gaines Const.	75,131.40
M. A. Gaines	69,419.00
Hipskind Concrete	79,724.16
Rieth-Riley	67,393.60
Engineer's Estimate	98,110.00

6. AWARD CONTRACT
Received recommendation and tabulation from WPC Engineering for Res. 895-86 - Illinois Rd. Sanitary Sewer Extension.

Awarded to John Dehner, Inc. in the amount of $160,746.94. Sent to Common Council on 9/23/86.

7. AWARD CONTRACT
Received recommendation and tabulation from Water Engineering Department for Water Contract 86-04, Kirkwood Park Water Main Replacement.

Awarded to Bercot, Inc. in the amount of $67,825.00. Sent to Common Council on 9/23/86.

8.	Received pay request for Ardmore Avenue Water Main, Water Contract 85-XP-9, from T-G Excavating, Inc., in the amount of $11,372.58.	Approved and forwarded to City Utilities for payment to be charged to Work Order 63695.
9,	Received pay request for E. State Blvd. from Bonar & Associates in the amount of $4,153.58.	Approved and ordered payment from LR&S 138-972-0021-4431.
10.	Received pay request #4 (Final) for Contract 85-01, Corline-Monteray Water from Hipskind Concrete, in the amount of $9,117.81.	Approved and forwarded to City Utilities for payment to be charged to Work Order 63774.
11.	Received pay request #1 from Land, Inc., in the amount of $67,923.00 for work performed on Hoagland Avenue Feeder Main.	Approved and forwarded to City Utilities and charged to Work Order #63773.
12.	Received recommendation from Water Engineering Department that we accept Water Contract 85-01, Corline-Monteray Water Main Replacement as part of the City's Water System.	Approved and acceptance letter sent to Hipskind Concrete.
13.	Received recommendation from Water Engineering Department that we accept Water Contract 8601, Challenger Drive, as part of the City's Water System.	Approved and acceptance letter sent to John Dehner, Inc.
14.	Received Water Contract 8619 - Chadwick, between Springmill Woods Development Corporation and City.	Approved and forwarded to Water Engineering for their handling.
15.	Received Water Contract 8616 - Westwood North, Sec. I. between Anderson-Lombard, Inc. and City.	Approved and forwarded to Water Engineering for their handling.
16.	Received Wallen Hills Water Contract #8620, between Northill Development Corporation and City.	Approved and forwarded to Water Engineering for their handling.
17.	Received Notice of Water Extension for Water Contract 83-05, Coldwater Road North of Essex Lane - Network Connection.	Approved and forwarded to Water Engineering for their handling. Recorded copy herein incorporated.
18.	Received Water Contract 8618 - Western Land Holding between City and Western Land Holding.	Approved and forwarded to Water Engineering for their handling.
19.	Received Sewer Construction Permit for Dupont Crossing Sanitary Sewer from Rogers Markets, Inc. for Dupont Crossing Shopping Center. John Dehner, Inc., Contractor. (Also Agreement for Sewer Extension for Same Project).	Approved and B. O. 209-86 issued.
20.	Received Sewer Construction Permit for Chadwick Condominiums Sanitary @ Maplecrest & Rothman from Springmill Woods Development Corporation.	Approved and B. O. 210-86 issued.
21.	Received Sewer Construction Permit for Redi-Med Sanitary Cook @ Coldwater from BHB, Inc., D & B Constructors, Inc., Contractor.	Approved and B. O. 211-86 issued.
22.	Received Special Street Permit applied for by Centennial DevelopmentCorporation for Centennial Industrial Park Section VI, Cannongate Drive, and Cannonball Drive.	Approved and forwarded to Street Engineering for their handling.
23.	Received Special Street Permit applied for by Centennial Development Corporation for Centennial Industrial Park Section VI, for Caprice Court, Clairmont Court and Conestoga Court.	Approved and forwarded to Street Engineering for their handling.
24.	Received Special Street Permit applied for by John Dehner, Inc. for Washington Center Park, Challenger Parkway.	Approved and forwarded to Street Engineering for their handling.
25.	Received petition for ornamental lighting on Eileen Street.	Approved and forwarded to Street Lighting for their investigation. B. O. 213-86 assigned.

26.	Received Change Order #2 (FINAL) for Redwood-Chestnut Tank Painting, Contract 85-W-4, W. O. 63782, $8500.00 added to contract. New Total $177.200.00	Approved and sent to Common Council 9/23/86.
27.	Received petition for standard lighting on Bowser Avenue.	Approved and forwarded to Street Lighting for their investigation.
28.	Received Interlocation Cooperation Agreement between Board of Commissioners of Allen County and the Board of Works whereas Complete Auto Transit and Auto Truck County agrees to extent of fund provided by State to pay claims submitted by City. City agrees to comply with all terms and conditions of said Grant Agreement and agrees to hold harmless the County.	Approved and copy herein incorporated.
29.	Hearing continued from August 14, 1986, for Eastland Gardens.	Board confirmed. Ordered WPC to proceed with plans and specifications.
30.	Tom Pallone, WPC Engineering requested Board's permission to ask contractor for an extension of 30 days before awardeing contract on 422-1986, Courtyards Project.	Board Approved.

Meeting adjourned at 9:45 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, September 18, 1986

Department of Public Works & Safety
Office of the Board
Third Floor Conference Room
Hearing held at 3:30 p.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

1. PUBLIC HEARING - Notice to Property Owners Water Main Improvement Res. 1034-86, on Inwood Drive from Lake Avenue Southward to its terminus; also on Columbia Avenue from a point 400± feet east of Coliseum to Inwood Drive.

   Board will action on is 9/24/86.

2. Lafayette Center/Aboite Sanitary Sewer Funding Agreement between developer & City.

Meeting adjourned at 3:50 p.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Tuesday, September 23, 1986

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Building
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Received Emergency Resolution whereas Three Rivers Filtration Plant #9 High Service Pump has become inoperable and needed to be inspected.	Approved. Emergency Res. #76-117-1 issued. Copy herein incorporated.

Meeting adjourned at 9:05 a.m.

H. James Haley
H. James Haley, Acting Director

Cosette R. Simon
Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, September 24, 1986

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Bldg.
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence O. Consalvos, Member

Carolyn S. Eschmann, Clerk Protem

1. RECEIVE BIOS
Res. 6058-86 Curbs - Piqua from Wildwood Ave. to Wildwood Ave. S. to Clinton St.

JOHN OEHNER, INC.	$10,494.00
GAINES CONST.	$15,245.70
HIPSKINO CONCRETE	$16,839.00
RIETH-RILEY	$12,859.00
Eng. Est.	14,859.00

Award Contract 10/1/86. Prior Approval from Council requested on 10/7/86. Ordered Street Eng. to tabulate and report.

2. RECEIVE BIOS
Res. 6059-86 - Curbs & Walks - Hanna & Madison

GAINES CONST.	116,456.50
HIPSKINO CONCRETE	107,628.25
RIETH-RILEY CONST.	118,519.65
Eng. Est.	143,761.00

Award Contract 10/1/86. Prior Approval from Council requested on 10/7/86. Ordered Street Eng. to tabulate and report.

3. RECEIVE BIDS
Res. 6060-86 - Curbs - Archer Avenue

JOHN OEHNER, INC.	104,821.90
GAINES CONST.	73,057.50
HIPSKINO CONCRETE	69,052.40
RIETH-RILEY CONST.	76,829.60
Eng. Est.	90,200.00

Award Contract 10/1/86. Prior Approval from Council requested on 10/7/86. Ordered Street Eng. to tabulate and report.

4. RECEIVE BIOS
Res. 6061-86 - Luther Street - Walks & Drives

GAINES CONST.	30,918.20
M. A. GAINES CONST.	32,898.00
HIPSKINO CONCRETE	33,202.20
RIETH-RILEY	32,269.00
Eng. Est.	34,208.00

Award Contract 10/1/86. Prior Approval from Council requested on 10/7/86. Ordered Street Eng. to tabulate and report.

5. AWARD CONTRACT
Received tabulation and recommendation from WPC Eng. for Res. 425-85 - Lawrence Drain Storm Imp.

Phase I awarded to John Dehner, Inc. in the amount of $156,708.65. Phase 11 awarded to Spears Oehner in the amount of $125,501.00.

6. AWARD CONTRACT
Received tabulation and recommendation from Street Eng. Dept. for Res. 6054-86 - Plaza Dr. & Central Drive - 86 Bond issue.

Awarded to Gaines Construction in the amount of $71,263.90. Prior approval requested 9/30/86.

7. AWARD CONTRACT
Received tabulation and recommendation from Street Eng. Dept. for Res. 6055-86 - Parnell Avenue Walks - '86 Bond Issue.

Awarded to Gaines Construction in the amount of $31,444.30. Prior Approval requested 9/30/86.

8. AWARD CONTRACT Received tabulation and recommendation from Street Engineering Department for Res. 6056-86, Delaware & Tecumseh - '86 Bond issue.	Awarded to M. A. Gaines Const. in the amount of $61,682.50. Prior approval requested on 9/30/86.
9. AWARD CONTRACT Received tabulation and recommendation from Street Engineering Department for Res. 6057-86 - New Kirkwood Park Street Repair .	Awarded to Rieth Riley Const. Co., in the amount of $67,393.60. Prior approval requested on 9/30/86.
10. Received pay request #2 in the amount of $35,701.20 for Pontiac Place '86 - Resolution #6037-86, from Henry Gaines Construction Company for work completed.	Approved and forwarded to CD&P Accounting to be charged to Appropriation #1-72-008-PPC-24-431.
11. Received for Board approval Emergency Resolution whereas the Board of Public Works & Safety hereby declares an emergency does exist due to increase in needs for Ferrous Sulfate due to increase in plant flow during early summer months.	Board declared an emergency exists and ordered Purchasing Department to issue a purchase order to Worthington Street in the amount of $27,000.00. Copy herein incorporated. EMERGENCY RESOLUTION #76-119-11.
12. Received invoice from Village Two, Inc., in the amount of $24,712.00 for oversizing reimbursement for Tanbark trails, Sec. III, Contract 8611.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63916.
13. Received Invoice for August for EMA for engineering services on the computerization of the W. P. C. Plant. in the amount of $39,930.70.	Approved and forwarded to City Utilities Accounting and charged to W. O. 79083.
14. Received invoice in the amount of $20,695.50 for work performed on Res. 6048-86, Headwall & Backwater gate at Gruber Ditch from John Dehner, Inc.	Approved and forwarded to Bob Ebert, Civil City, for payment. (86 Bond Funds)
15. Received pay request dated August 31, 1986, from Pitometer Associates in the amount of $2,250.00 for work performed on Pitometer Survey.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 63678.
16. Received invoice from Earth Construction in the amount of $75,000 for work performed on Maplecrest Road Extension, Res. 6021-85.	Approved and forwarded to Civil City Accounting to be paid from LR&S funds.
17. Received partial payment #9 in the amount of $13,320.00 from Land Excavating,Inc. for work performed on Southwest Interceptor S-2, Res. 408-85, Phase IV. Further retainage monies in the amount of $1,516.00 should be deposited in escrow.	Approved and forwarded to City Utilities Accounting and charged to Work Order 72855.
18. Received invoice #00586 in the amount of $202.50 from Tank Industry Consultants Inc. for inspection on GM Elevated Tank - Div. W-3, Contract #85-W-3.	Approved and forwarded to City Utilities Accounting and charged to W. O. 63755.
19. Received Partial Payment #1 and Claim from TOMCO Const. Co., Inc., in the amount of $24,259.50 for work performed on Water Main Res. #1033-86, McKinnie-Senate Water Main.	Approved and forwarded to City Controller's Office to be paid from Revolving Barrett Law Fund.
20. Received Authorization for Payment on Southwest Interceptor - Phase 1I Res. 408-1985 to Bercot, Inc. in the amount of $11,002.96.	Approved and forwarded to Summit Bank to release escrow funds.
21. Received Change Order #V-1 for Southwest Interceptor S-2, Resolution 408-1985, Phase #V, increasing the contract amount of $161,086.00 by $3,437.00.	Approved and forwarded to Common Council on October 14, 1986.
22. Received for Board approval Resolution 1035-86, Water main Improvement along Garden Park Drive.	Approved and adopted. Copy herein incorporated. Barrett Bond Project. Notice to Property Owners published 9/26/86 with hearing date Thurs. 10/9/86 at 3:00 p.m.
23. Received for Board approval Resolution 1036-86, Water Main Improvement in and along Ludwig Park Drive.	Approved and adopted. Copy herein incorporated. Barrett Bond Project. Notice to Property Owners published 10/3/86 with hearing date Thurs. 10/16/86 at 3:00 p.m.

24. Received for Board approval Water Main Improvement Resolution 1037-86 in and along Province and River Park Drive in Concordia Gardens.	Approved and adopted. Copy herein incorporated. Barrett Law Revolving Improvement Fund. Notice to Property Owners Published 10/3/86 with hearing date October 16, 1986 at 3:30 p.m.
25. Received Street Lighting Resolution No. 182-86 for Board approval for Westwood Valley Addition, Section I.	Approved and adopted. Copy herein incorporated. Barrett Law Revolving Improvement Fund. Notice to Property Owners published 9/26/86 with hearing date 10/9/86 at 3:30 p.m.
26. Received Contract for Engineering Services for Waste Activated Sludge Thickening Facilities for Paul L. Brunner Water Pollution Control Plant by and between City and Howard Needles Tammen & Bergendoff, Architects, Engineers, Planners, Indianapolis, Indiana. Contract amount $93,800.	Approved and copy herein incorporated.
27. Received request from David Brubaker, President of "Bus Huts Inc." for the installation of three bus huts at the following locations. 900 E. Washington Blvd. 3700 Reed Road at Trier Road 4400 Hobson Road	Approved.
28. Received Special Street Permit from Hagerman Construction Corporation for Ardmore Avenue.	Approved.
29. Received Change Order No. 1 for Res. 6017-85, Lynn Avenue, Phase I-A, increasing amount by $5,354.07. Rieth Riley Construction Co., Inc. is the Contractor. New Contract Price $75,047.17.	Approved and sent to Common Council on October 7, 1986.
30. Received Change Order No. 1 for Res. 6018-85, Lynn Avenue - Phase I-B, from Rieth-Riley Const. Co., Inc. increasing amount by $14,838.50. New Contract amount $95,968.45.	Approved and sent to Common Council on October 7, 1986.
31. Received Sewer Construction Permit for Montrose Square Apartments @ Evard Road from Cardinal Industries. Construction work will be performed by Cardinal Industries, Inc.	Approved and B. O. 218-86 issued.
32. Received Agreement for Illinois/Jefferson Corridor Study by and between City and PRC Engineering, 303 E. Wacker Drive, Chicago, Illinois, 60601. Lump sum fee $29,500.00.	Approved and copy herein incorporated.
33. Received Dalman Road Sanitary Sewer Extension at Ardmore Avenue from H.B.C. Realty Corp., Fleming Excavating, Inc. to be the contractor.	Approved and B. O. 219-86 issued.
34. Received Sewer Construction Permit from Lane Truck Construction for Stellhorn Village Shopping Center Zimmerman Excavating Service, Inc., Contractor.	Approved and B. O. 220-86 issued.
35. Received Agreement for Sewer Extension for Wallen Hills (Northill Development). Area connection fees have been satisfied in the amount of $25,691.75, ($700.00/acre.	Approved and forwarded to WPC Eng. for their handling.
36. Received Sewer Extension Agreement for Stellhorn Village Sanitary Sewer Extension. This Agreement is between MacKids, Inc. and City.	Approved and forwarded to WPC Eng. for their recording.
37. Received Water Contract 8621 - Centennial Development Corporation - Caprice Court & Clairmont Court, from Cannongate to terminus	Approved.
38. Diane Schuster from Economic Development talked to Board regarding proposal for Extension of Water Line to Indiana Die Molding, Inc. Proposed Financing (50% of Total) $69,500 City of Fort Wayne (20% of Total) 27,800 Indiana Die Molding (30% of Total 41,700 139,000	Approved subject to funding. To be paid from Capital Improvement Money. Sent Board Order to Water Eng. to proceed with engineering and bid documents.

39.	Received recommendation from Water Engineering Dept. that we accept Contract No. 8605 - Burlington Heights Water Main Extension as part of the City's Water System.	Approved and acceptance letter written to Mergy Construction Company, Inc.
40.	Received petition for installation of street light near 1831 Dominion Drive.	Approved and L. O. 5365 sent to NIP Dept.
41.	Received petition for street lighting on Dalevue.	Approved and L. O. 5366 sent to NIP Dept.
42.	Received petition for sewer backup from Fernwood & Daleview.	Approved and B. O. 244-86 sent to NIP Dept. for investigation.
43.	Resolution 1034-86 - Water Main Improvement Resolution on Inwood Drive for discussion.	Confirmed and authorized Water Engineering to proceed with plans and specifications.
44.	Received Invoice #11 in the amount of $23,611.82 from Earth Construction Co., Inc. for work performed on Resolution 6021-85 - Maplecrest Road Extension.	Approved and forwarded to Civil City Acctg. to be charged to LR&S.
45.	Received one application for taxi driver's license.	Approved.

Meeting adjourned at 10:30 a.m.

H. James Haley

H. James Haley, Acting Director

Cosette R. Simon

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Carolyn S. Eschmann

Carolyn S. Eschmann, Clerk Protem

Thursday, 9/25/86

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Building
Hearing held at 3:30 p.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Carolyn S. Eschmann, Clerk Protem

1. NOTICE OF PUBLIC HEARING ON SALE OF PROPERTY

Vacant Lot - 5320 Square Feet - E. Central Area, 1423 Dubois Street, Allen County, Fort Wayne, Indiana, Legal Description Key #9142689954, Lot #54, Whites Second Addition & ½ VA Alley.

Board Confirmed. Advertisement for bids 10/3/86 & 10/10/86 with date to receive proposals 10/22/86.

Meeting adjourned at 3:40 p.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Carolyn S. Eschmann
Carolyn S. Eschmann, Clerk Protem

October 1, 1986

Department of Public Works & Safety
Office of the Board
Conference Room - Third Floor - City-County Building
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. 903-86 E. Cook Rd. San. Sewer — Award contract 10/8/86.

ALL STAR CONSTRUCTION	$28,797.00
BERCOT, INC.	23,889.00
JOHN DEHNER, INC.	31,762.74
LAND INC.	21,234.40
LIBERTY CONST. INC.	29,899.50
Engineer's Estimate	$35,727.50

2. RECEIVE BIDS - Res. 426-86 - Concordia Gardens Drainage Improvement — Award contract 10/8/86.

JOHN DEHNER, INC.	$209,334.80
LAND, INC.	155,844.00
LIBERTY CONST.	134,144.00
T-G EXCAVATING	141,206.15
Engineer's Estimate	$106,150.00

3. AWARD CONTRACT - Res. 6058-86 Piqua from Wildwood S. to Clinton - 86 Bond Issue — Awarded to John Dehner, Inc. in the amount of $10,494.00. Prior Approval from Council requested on 10/7/86.

Received recommendation and tabulation from Street Engineering for above project.

4. AWARD CONTRACT - Res. 6059-86 - Curbs and Walks Hanna & Madison — Awarded to Hipskind Concrete in the amount of $107,628.25. Prior Approval from Council requested on 10/7/86.

Received recommendation and tabulation from Street Engineering for above project.

5. AWARD CONTRACT - Res. 6060-86 - Curbs - Archer Ave. — Awarded to Hipskind Concrete in the amount of $69,052.40. Prior Approval from Council requested on 10/7/86.

Received recommendation and tabulation from Street Engineering for above project.

6. AWARD CONTRACT - Res. 6061-86 - Luther St. - Walks & Drives — Awarded to Gaines Construction Co. in the amount of $30,918.20.

Received recommendation and tabulation from Street Engineering for above project.

7. Received pay request invoice #2 in the amount of $20,064.24 for work performed on Res. 6039-86, Hoagland/Masterson from M. A. Gaines Construction Company, Inc. — Approved and forwarded to CD&P Accounting and charged to Appropriation #1-72-008-HMC-24-431.

8. Received resolution whereas, Kennan Development Co., Inc. petition the Fort Wayne City Plan Commission for vacation of alley between Main on the North and the 14' alley on s. thereof lying between Lots #89 & 88. — Approved and Resolution 76-123-8 adopted.

9. Received recommendation from Street Engineering Department that we accept for future maintenance Challenger Parkway in Washington Center Park.

Approved and acceptance letter sent to John Dehner, Inc.

10. Received resolution for senior citizens to reduce remote installation charges.

Approved. Resolution 76-124-10 assigned. Copy herein incorporated.

11. Received invoice #2, in the amount of $22,555.44 from Hipskind Concrete Corporation for Emergency Resolution 6052-86, Clinton St. from Rudisill to McKinnie.

Approved and forwarded to Civil City Acctg. and charged to Appropriation No. 138-972-LR&S-4431 per P. O. A-48466.

12. Received pay request #8 in the amount of $735.50 from Owens Russell Associates for Res. 407-85, Phases I thru V, Southwest Interceptor.

Approved and forwarded to City Utilities Accounting to be charged to W.O. 72855.

13. Received final payment in the amount of $1,325.58 from T-G Excavating, Inc. as recommended by WPC for St. Joe Pump Station Elimination, Res. 402-1984.

Approved and forwarded to City Utilities and charged to W. O. 72786.

14. Received invoice in the amount of $27,657.00 from Hipskind Concrete Corporation for work performed on Res. 6043-86 Fairfield NSA '86.

Approved and forwarded to CD&P to be charged to Appropriation #1-72-008-FFC-24-431.

15. Received invoice #3 in the amount of $10,227.04 for work performed on Res. 6045-86, Asphalt Resurfacing 1st Pkg. from Wayne Asphalt & Const. Co.

Approved and forwarded to Bob Ebert, Civil City Acctg.

16. Received invoice #3 from Wayne Asphalt & Construction Company in the amount of $54,487.55 for work performed on Resolution 6047-86, Asphalt Resurfacing 3rd Package.

17. Received City Utilities invoices for drafting, surveying, and inspection of projects as follows:

Approved and forwarded to Bob Ebert to be charged to LR&S Acctg. indicated out of Fund 138.

LOC 0005			
St. Joe Road	Invoice	608T818	$1,680.00
LOC 0017			
Bluffton Road	Invoice	609T959	5,130.00
LOC 0044			
Maplecrest Road		609T960	60.00
			6,870.00

18. Received City Utilities invoices for drafing, surveying, and inspection of projects as follows:

Approved and forwarded to Bob Ebert to be charged to LR&S Acctg. indicated out of Fund 138.

LOC 0017			
Bluffton Road	Invoice	608T815	4,747.50
Bluffton Road	Invoice	609T916	5,535.00
LOC 0020			
Lindenwood RR Xing		504T395	30.00
LOC 0021			
State Blvd.		608T872	660.00
LOC 0044			
Maplecrest Rd.		608T816	240.00
			11,212.50

19. Received claim for crop damages submitted by the Irelands in the amount of $415.75 for trees and shrubbery damage on GM Project - Div. III, Water Contract 85-XP-5 in accordance with right-of-entry agreement.

Approved and charged to W.O. 63762.

20. Received invoice for reimbursement costs to ARE regarding pavement management system in the amount of $12,091.

Approved and forwarded to Bob Ebert to be paid from LRS funds.

21. Received Sewer Extension Agreement for Meadowbrook Drive Lots #26 Sanitary by and between Mark S. McNeal and Alta L. McNeal and City.	Approved and forwarded to WPC Engineering for their handling.
22. Received Sewer Construction Permit for Hanger 45 and Indianapolis Roads, Fort Wayne-Allen County Airport Authority from Fox Contractors.	Approved and B. O. 228-86 issued.
23. Received Sewer Construction Permit for Lakes of Buckingham South III from Chris Stauffer Homes Inc., Kurtz Excavating, Inc., Contractor.	Approved and B. O. 229-86 issued.
24. Received Sewer Extension Agreement by and between Western Land Holding Company and City beginning at Illinois Rd. and the centerline of Lawrence Drive.	Approved forwarded to WPC Eng. for their handling.
25. Received Sewer Construction Permit for Lakeside Child Care Center Sanitary - Shive Nursing, for Lakeside Child Care Center, construction to be performed by Fox Contractors Corporation.	Approved and B. O. 230-86 issued.
26. Received Sewer Construction Permit for Brentwood Office Park - Executive Center Sanitary Sewer Extension from Liberty Construction, Inc., construction to be performed by Liberty Construction.	Approved and B. O. 231-86 issued.
27. Received Sewer Construction Permit for Summerfield Sec. IV Storm and Sanitary Sewer from Liberty Construction, Inc., construction to be performed by Liberty Construction, Inc.	Approved and B. O. 233-86 issued.
28. Received Sewer Construction Permit for Shannonside II from Windsor, Inc., construction work to be performed by Kurtz Excavating, Inc.	Approved and B. O. 233-86 issued.
29. Received Water Contract No. 8622 - 3025 Dalman Road (Ardmore Avenue) by and between HBC Realty Corp., and City.	Approved and forwarded to Water Engineering Dept. for their handling.
30. Received Water Contract 8623 - George Towne Place Development by and between Georgetown Place Development Corporation and City.	Approved and forwarded to Water Engineering Dept. for their handling.
31. Received Change Order #4 for Maplecrest Road Extension from Earth Construction Co. increasing contract amount by $34,804.32 making new amount $710,349.88.	Approved and forwarded to Common Council October 14, 1986.
32. Received Change Order #2 - G.M. Phase III, Close out Change Order #2 and final on Southwest Interceptor S-2 Phase III. It is a close out change order with no decrease or increase involved.	Approved.
33. Received letter of proposal from Bonar & Associates to provide surveying services for the staking of temporary and permanent right-of-way on the proposed St. Joe Rd. improvements.	Approved. Copy herein incorporated.
34. Received following recommendation of Street Light Engr. on order # 5188 adding Light Petition to B.O. 202-86 Westmoor Park Extended	Approved.
35. Received following recommendation of Street Light Engr. to install one (1) wood pole and 150W H.P.S. Lamp at 2800 Barr St. order No. 5241	Approved.
36. Received following recommendation of Street Light Engr. on Order #5245 to install one (1) 100 W H.P.S alley light one pole #4751123 behind 1328 Michigan	Approved.
37. Received following recommendation of Street Light Engr. on order # 5247 to install seven (7) pole, lum and lamps on Butler Ct.	Approved.
38. Received following recommendation of Street Light Engr. on Order # 5250 to install one (1) 100 W.H.P.S. alley light beside 6026 S. Calhoun	Approved.
39. Received following recommendation of Street Light Engr. on Order # 5252 to install one (1) 35' wood pole and 150 W. H.P.S. lampe and lum in front of 329 Brackenridge St.	Approved.

40.	Received following recommendation of Street Light Engr. on Order # 5257 to install one (1) wood pole and 150W H.P.S. lum and lamp across from 353 Butler St.	Approved.
41.	Received following recommendation of Street Light Engr. to install two (2) wood poles and two (2) 150W. H.P.S. lum and lamps on the 4300 block of S. Monroe Order # 5258.	Approved.
42.	Received following recommendation of Street Light Engr. on Order # 5260 to install one (1) wood pole and one (1) 150W H.P.S. lum and lamp in front of 1109/1111 Liberty.	Approved.
43.	Received following recommendation of Street Light Engr. Order # 5265 to install one (1) wood pole and one (1) 150W H.P.S. lum and lamp in front of 2613/ 2617 Pittsburg St.	Approved.
44.	Received following recommendation of Street Light Engr. on Order # 5266 to install two (2) alley lights at 200 block between Suttenfield and Woodland.	Approved.
45.	Received following recommendation of Street Light Engr. Order # 5280 to install two (2) wood poles and two (2) 150W H.P.S. lum and lamps on Buell Dr. 3900 block.	Approved.
46.	Received following recommendation of Street Light Engr. Order # 5286 to install two (2) alley lights between 1122 and 1118 Wildwood 2 lamps and lums 110W H.P.S. lamp.	Approved.
47.	Received following recommendation of Street Light Engr. Order # 5287 to install two (2) alum poles and two (2) 150W H.P.S. lum and lamps on Rivermet between St. Joe Blvd. and Dearborn.	Approved.
48.	Received following recommendation of Street Light Engr. Order # 5288 to install one (1) concrete pole and one (1) 150W H.P.S. lum and lamp in front 2102/2106 Cozy Court.	Approved
49.	Received following recommendation of Street Light Engr. Order # 5289 to install one (1) lum and lamp on existing pole across from 3422 Indiana.	Approved.
50.	Received following recommendation of Street Light Engr. Order # 5291 to install a 100W H.P.S. light beside 443 Kinnard.	Approved.
51.	Received following recommendation of Street Light Engr. Order # 5298 to install three (3) wood poles and three (3) 150W H.P.S. lum and lamps on 6200 block of Chaddsford Dr.	Approved
52.	Received following recommendation of Street Light Engr. Order # 5301 to install one (1) 150W H.P.S. lum and lamp on pole #A505-863 beside 441 Branning.	Approved.
53.	Received following recommendation of Street Light Engr. Order # 5306 to install one (1) 100W H.P.S. alley light beside 419 E. Pettit on pole A535-293.	Approved.
54.	Received following recommendation of Street Light Engr. Order # 5309 to install one (1) 28ft. alum pole and one (1) 150W H.P.S. lum and lamp in front of 5817 Monarch Dr.	Approved.
55.	Received following recommendation of Street Light Engr. Order # 5312 combined with Light Order 5350	Approved.
56.	Received following recommendation of Street Light Engr. Order # 5317 to install one (1) lum and lamp on existing pole in alley beside 1220 E. Pontiac - one (1) 100W H.P.S. bulb.	Approved.
57.	Received following recommendation of Street Light Engr. Order # 5318 assigned B.O. No. 197-85-installed on Dec. 12, 1985 W.O. 55457-B.	Approved.

58. Received following recommendation of Street Light Engr. Order # 5320 to install one (1) concrete pole and one (1) 150W H.P.S. lum and lamp in front of 5123/5115 Standish. — Approved.

59. Received following recommendation of Street Light Engr. Order # 5324 to install three (3) 100W H.P.S lum and lamps on Oliver St. between Colerick and Eckart St. — Approved.

60. Received following recommendation of Street Light Engr. Order # 5331 to install two (2) 150W H.P.S. lum and lamps on Pearl St. between Ewing St. and Webster St. — Approved.

61. Received following recommendation of Street Light Engr. Order # 5337 to install one (1) 150W H.P.S. lum and lamp on existing pole in front of 4118 Warsaw and two (2) alley lights behind 4118 and 4132 Warsaw. — Approved.

62. Street Lighting Order # 5342 voided

63. Received following recommendation of Street Light Engr. Order # 5350 to install two (2) 150W H.P.S. lum and lamp and two (2) 100W H.P.S. lum and lamps and two (2) 100W H.P.S. alley lights in Luther area. — Approved.

64. Received following recommendation of Street Light Engr. Order # 5352 - combined with Order # 5290. — Approved.

65. Received following recommendation of Street Light Engr. Order # 5253 to install one (1) alum pole, lum and lamp in front of 2423 Princeton Ave. — Approved.

66. Received following recommendation of Street Light Engr. Order # 5256 to install three (3) 150W H.P.S. lum and lamps on Hillside Ave. between Forest Ave. and McDougal Ave. — Approved.

67. Received following recommendation of Street Light Engr. Order # 5259 to install one (1) 100W H.P.S. alley light behind 1532 Rosemont Dr. — Approved.

68. Received following recommendation of Street Light Engr. Order # 5275 to install five (5) alum poles and five (5) lum and lamps on W. State between N. Highland Blvd. and Edith Ave. — Approved.

69. Received following recommendation of Street Light Engr. Order # 5290 to install one (1) 150W H.P.S. lum and lamp in front of 2102 Hensch St. — Approved.

70. Received following recommendation of Street Light Engr. Order # 5358 to combine with light order 5337. — Approved.

71. Received following recommendation of Street Light Engr. Order # 5359 to combine with light order 5337. — Approved.

72. Received the following driveway permits: — Approved.

C-073-86/4740 Coldwater Rd.-Skinner Broadbent/Contractor
C-074-86/4740 Coldwater Rd.-Skinner Broadbent/Contractor
C-075-86/2841 E. State -Ron Lunz/Contractor
C-076-86/317 Hovan Dr.- Hamilton Hunter/Contractor
C-077-86/4501 Earth Dr.- Deam Manufactoring/Contractor
C-078-86/3504 S. Calhoun St. -Gleave Const./Contractor
C-079-86/2123 Lincoln Way - E & B Paving/Contractor
C-082-86/Glenbrook Sq. - Wayne Asphalt/Contractor
C-083-86/210 E. Jefferson - George Helton/Contractor
C-084-86/3710-14 N. Clinton - Darwin Highlen/Contractor
C-085-86/3325 Broadway - Kevin Jones/Contractor
P-067-86/3515 Lake Ave. - Brooks-Zumbrun/Contractor
P-069-86/1229 E. Wallace - Wayne Asphalt/Contractor
P-071-86/3504 S. Calhoun St. - Gleave Const./Contractor
P-075-86/3710-14 N. Clinton - Darwin Highlen-Maley & Sons/Contractor
R-188-86/1601 Benham Dr. - Star Builders/Contractor
R-189-86/1529 Benham Dr. - Star Builders/Contractor
R-190-86/1525 Benham Dr. - Star Builders/Contractor
R-191-86/1516 River Run Ct. - Adventurous Homes/Contractor
R-192-86/1510 River Run Ct. - Adventurous Homes/Contractor
R-193-86/1523 River Run Ct. - Adventurous Homes/Contractor
R-194-86/1516 Clearwater Ln. - Adventurous Homes/Contractor

R-193-86/5329 Inland Trail - Advenurous Homes/Contractor
R-196-86/833 Easton Tr. - Windsor Homes/Contractor
R-197-86/1824 Frenchmans Crossing -Windsor Homes, Inc./Contractor
R-198-86/1716 River Run Trail - Elbrecht Concrete Cons./Contractor
R-199-86/5315 Whitewater Pass - Elbrecht Concrete/Contractor
R-200-86/3329 St. Croix Dr. - Joseph Chandler/Contractor
R-201-86/3528 Kirkfield - Strebig Const. /Contractor
R-207-86/1028 Easton Tr. - Triple R. Const./Contractor
R-208-86/7501 Bridgewater Dr. - Triple R. Const./Contractor
R-210-86/1504 River Run Ct. - Chesapeak Homes/Contractor
R-211-86/5217 Inland Trail - Chesapeak Homes/Contractor
R-212-86/5405 Cove Ct. - Chesapeak Homes/Contractor
R-213-86/5211 Inland Trail - Chesapeak Homes/Contractor
R-214-86/1531 Channel Ct. - Chesapeak Homes/Contractor
R-215-86/6317 Kiwanis Dr. - Chesapeak Homes/Contractor
R-216-86/2020 Cambridge - Robert Houser/Contractor
R-218-86/1611 River Run Trail - Byler Concrete/Contractor
R-219-86/5417 Stonecreek Tr. - Byler Concrete/Contractor
R-220-86/4112 Hiawatha - Tibbitts Const./Contractor
R-221-86/1619 Briar Fence Ln. - Hofmann Const./Contractor
R-222-86/1624 Channel Place - Wayne Asphalt/Contractor
R-223-86/7809 Stonewall Run - Triple R Const./Contractor
R-224-86/7820 Stonewall Run - Kirk Scheeler/Contractor

73. Received appraisal estimates for St. Joe Road Right-Of-Way as follows (Project No. M-F072(2).

1) Misner & Associates	$25,400.00
2) Ronald E. Gettel	$26,000.00
3) Roger N. Lemon	$26,800.00

P. O. issued to Misner & Associates the lowest bidder.

74. Received two applications for taxi driver's permits.

Approved.

75. Received cover sheet for St. Joe Right-of-way - Project #M-F072 & M-F752(2).

Approved and forwarded for signatures by Allen County Commissioners & then submitted to Indiana Department of Highways.

76. Received the following Petitions.
St. light for Greenview Avenue
St. light in fron of 2417 Edsall
Relief Sewer on Tecumseh
Curbing at 2707 Fairfax

Approved and forwarded to proper departments for their investigation.

Meeting adjourned at 10:30 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, October 8, 1986

Department of Public Works & Safety
Office of the Board
Third Floor Bd. of Works Conf. Rm.
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1.	AWARD CONTRACT Received recommendation and tabulation from WPC Engineering Department for Concordia Gardens Storm Dranage Improvement - Res. 426-1986.	Awarded to Liberty Construction, Inc., in the amount of $134,144.00. Will be sent to Common Council on October 28, 1986.
2.	AWARD CONTRACT Received recommendation and tabulation from WPC Engineering for Res. 903-1986, East Cook Road Sanitary Sewer Extension.	Awarded to Land, Inc. in the amount of $21,234.00. Will be sent to Common Council on October 28, 1986.
3.	Received copy of agreement between the Indiana Department of Highways and the City of Fort Wayne for the preliminary engineering for the West State Blvd. at Conrail RR Crossing Improvements. Federal Share to be 90% and Local Share 10%. (State-Local Agreement - Project RRP-F568).	Approved and returned to Indiana Dept. of Highways. Fully executed copy to be returned to City. Copy herein incorporated.
4.	Received copy of agreement between the Indiana Department of Highways and the City of Fort Wayne for the Coliseum Blvd. Lighting Project. (State-Local Agreement - Project HES-200-9 (18).	Approved and returned to Indiana Dept. of Highways. Fully executed copy to be returned to City. Copy herein incorporated.
5.	Received pay request from McNamee, Porter & Seeley, Consulting Engineers for engineering services in connection with the Water Treatment Pilot Plant in accordance with Agreement between the City of Fort Wayne and Engineer dated April 2, 1986. This is in the amount of $1,825.50. Also received pay request from McNamee, Porter & Seeley in the amount of $1,933.96 in connection with high service pump replacement improvements in accordance with the Agreement between the City of Fort Wayne and the Engineer dated August 6, 1986.	Approved and forwarded to City Utilities Accounting.
6.	Received pay request partial payment #1 from All Star Construction & Excavating in the amount of $24,578.85 for work performed on East State Church of God Lift Station, Res. 415-86.	Approved and forwarded to City Utilities Accounting to be charged to W. O. 72883.
7.	Received pay request #1 from All Star Const. & Excavating in the amount of $90,883.46 for work performed on Prospect Avenue Storm Sewer Project #419-85 with retainage monies to be held $4,783.34.	Approved and forwarded to CD&P Acctg.
8.	Received Change Order No. 1 and Final for Res. 419-85 for Prospect Avenue Storm Sewer from All Star Construction & Excavating decreasing sum on $48,796.70 which changes contract price to $103,966.30.	Approved and sent to Common Council on October 14, 1986.
9.	Received partial payment #1 from All Star Const. & Excavating in the amount of $33,699.28 for work performed on McKinnie Avenue - Senate Avenue Sewer Project with retainage monies to be held in the amount of $1,773.65. (Res. 896-85)	Approved and forwarded to Controllers Office to be charged to revolving Barrett Law.
10.	Received partial payment #5 from Dailey Asphalt Products Company, Inc. in the amount of $18,460.24	

11.	Received final payment from Land Excavating, Inc. in the amount of $4,000.00 for work performed on Spy Run (NSA) Storm Sewers - Resolution 414-1985, Federal Project.	Approved and forwarded to CD&P Accounting to be charged against P. O. 46523, Appr. No. 195-008-SR01-4431.
12.	Received pay request Invoice No. 1 in the amount of $23,356.35 from Gaines Construction Company for work performed on Res. 6038-86, Hanna-Creighton '86.	Approved and forwarded to CD&P Accounting to be charged against P. O. A-47807, Appr. No. 1-72-008-HCC-24-431.
13.	Received pay request Final Invoice No. 3 in the amount of $918,60 plust $6,502.86 retainage held totaling $7,441.46 from Gaines Construction Company for Res. 6037-86.	Approved and forwarded to CD&P Accounting to be charged against P. O. A-47633, Appr. No. 1-72-008-PPC-24-431.
14.	Received Final Invoice (Retainage) from Hipskind Concrete Corporation in the amount of $5,764.90 for work performed on Emergency Resolution 6052-86, Clinton St. from Rudisill to McKinnie.	Approved and forwarded to Bob Ebert, Civil City Acctg. per P. O. A-48466, Appr. No. 138-972-LR&S-4431.
15.	Received Sewer Construction Permit for Miller Ridge Section I Sanitary Sewer from Tycor, Incorporated. Construction Work will be performed by Land Excavating, Inc.	Approved and B. O. 238-86 issued.
16.	Received Sewer Construction Permit for Franke Plating Combination Sewer Reroute from Franke Plating Works, Inc.	Approved and B. O. 239-86 issued.
17.	Received Sewer Extension Agreement for Miller Ridge Section I Sanitary Sewer between Tycor, Inc. and City.	Approved and forwarded to WPC Engineering for their recording.
18.	Received request from Wayne Asphalt & Const. Co., Inc. requesting an extension of their completion date of September 30, 1986 on Res. 6045-86 and 6047-86 because of abnormal amount of rain.	Approved.
19.	Received request from S. E. Johnson Companies, Dailey Division requesting an extension of their completion date of September 30, 1986 on Res. 6046-86 because of abnormal amount of rain.	Approved.
20.	Received additional Services Agreement for Hobson Rd./E. State Blvd. Intersection Improvements from Bonar & Associates.	Approved. Copy here incorporated.
21.	Received request from Street Engineering Department to issue Purchase Order to Mergy Construction for miscellaneous bid for pavement replacement in the 3000 block of Lake Avenue.	Approved and forwarded to Bob Ebert - Civil City Acctg. - to issue P. O. in the amount of $2,716.32.
22.	Received the following petitions. Installation of ornamental st. ltg. on McMillan Dr. Installation of Guardrail - Corner of Brackenridge & Fairfield (West Side)	Approved. Investigation ordered. " " "
23.	Received three applications for taxi driver's licenses from the following: James F. Deal - Roger A. Siler - Jeffrey Allen Wall	Approved and letters written to applicants.

24. Received request from Northeastern Corporations that the City of Fort Wayne honor land use and sidewalk master plan for the Lincoln Village project as approved by the Allen County Plan Commission.

Approved and assigned City of Fort Wayne inspectors to complete the project.

25. Received the following driveway permits:
R-217-86/1226 Lynn Ave./Property owner
R-225-86/1126 Easton Tr./L.D. Const.
R-227-86/7424 Stonewall Run/Con-Del Inc.
R-228-86/7707 Stonewall Run/Con-Del Inc.
R-229-86/5327 Stonecreek/Ben Bunt
R-230-86/1614 River Run/Ben Bunt
R-231-86/5328 Inland Tr/Ben Bunt
R-232-86/816 Catalina/Tarks Inc.
C-86-86/5201 Camden Dr./Graber & Graber
C-89-86/405 Lower Huntington Rd./CME Corp.
C-91-86/8607 Temple/Schenkel Const.
P-68-86/1900 Carew/Hamilton Hunter
P-73-86/3000 E. State/Earth Const.
P-71-86/1529 Third St./McGuire & Son Asphalt

Approved.

Meeting adjourned at 9:45 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, October 9, 1986

Department of Public Works & Safety
Office of the Board
Third Floor Conference Room
Hearing held at 3:00 p.m.

H. James Haley, Acting Director
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. PUBLIC HEARING - NOTICE TO PROPERTY OWNERS
Water Main Improvement Res. 1035-86 (Amended)

Garden Park Drive from Clinton Street to its terminus, in Concordia Gardens Addition.

Confirmed. Ordered Water Eng. Department to proceed with plans and specifications.

Meeting adjourned at 3:45 p.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, October 15, 1986

Department of Public Works & Safety
Office of the Board
Third Floor Conference Room, City-County Bldg.
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — Hold award until all permits obtained.

Resolution 413-85 "Amended"
Industrial Road Storm Drainage Improvements

ALL STAR CONST.	$181,525.00	Base
	173,025.00	Alt.
BERCOT, INC.	242,126.00	Base
	224,306.00	Alt.
JOHN DEHNER, INC.	192,752.06	Base
	168,794.91	Alt.
LAND, INC.	164,850.00	Base
	139,600.00	Alt.
SCHEIDLEMAN EXC.	171,481.60	Base
	148,931.20	Alt.
T-G EXCAVATING	178,612.60	Base
	168,292.60	Alt.
Engineer's Estimate	191,795.00	Base
	189,000.00	Alt.

2. Received Invoice No. 4454 from LAND, INC. for work performed on Hoagland Avenue Feeder Main, Contract 86-XP-1, partial payment #2, in the amount of $31,538.88. — Approved and forwarded to City Utilities Accounting to be charged to Work Order # 63773.

3. Received pay request from MERGY CONSTRUCTION in the amount of $4,936.50 for work completed on Miscellaneous Invitational Bid for the following. — Approved and forwarded to Civil City Attg. to be charged as per Purchase Order # A-48883.

   1) N.W. & S.W. Corners - Calhoun & Paulding Rd. (replace)
   2) N.E. Corner - Calhoun & Pauling (Corner Cut back)
   3) 4337 - 4343 Drury Lane - Remove & replace Yard Walk & Curb

4. Received pay request for restoration of pavement on Monument Drive between Parkview Addition and Sawmill Woods Addition in the amount of $800.00 from Sawmill Woods Addition. — Approved and ordered payment from LR&S Funds.

5. Received invoice from Controller for Lathrop Street Storm Sewer Res. 403-84, 60% of Dailey Asphalt Invoice #5 in the amount of $11,076.14. — Approved and forwarded to Bob Ebert, Civil City Accounting to be paid from Storm Relief Dund.

6. City of Fort Wayne entered into an agreement with A.L.C.S.S.E. Joint Venture. The developer put up $250,000.00 to finance the sanitary sewer installation for Res. 423-86. Cashier's check to be deposited into Lincoln National Bank to be drawn on as construction proceeds. Upon receipt of grant funds, developer will be credited that amount less City inspection and engineering fees. — Approved. Copy herein incorporated.

7. Received request from Street Engineering to increase Purchase Order for Mergy Construction to $4,527.20 for miscellaneous invitational bid for pavement replacement on 3000 block of Lake Avenue. This was relative to a memorandum on Misc. Invitational bid at 3000 block of Lake Avenue which consisted of rescinding a P.O. to Tomco of $1,944.00 and re-issuing P.O. to Mergy in the amount of $2,716.32 who was next in line to receive project. — Approved and ordered Bob Ebert to increase purchase order.

8. Received partial payment #10 and Final in the amount of $19,051.70 from John Dehner, Inc. for work performed on Southwest Interceptor S-1, Res. #407-85, Phase VII.	Approved and ordered payment from City Utilities Accounting to be charged to Work Order 72855.
9. Received Special Street Permit from Brcoks Construction Company for Woodbridge Apts II - River Run Trail.	Approved. Forwarded to St. Eng. for their handling.
10. Received Special Street Permit from L. W. Dailey, Inc. Division of S. E. Johnson Company for Baer Field Office Park, Lincolnway Court.	Approved and forwarded to St. Eng. for their handling.
11. Received request for funding from CD&P for Self-Help Bonus Improvements for the following: 1) Four (4) neighborhood indentification signs in Michigan Avenue neighborhood for approximately $2,500. 2) Eighty-Four (84) square yards of carpeting in Oxford Neighborhood Center for approximately $800.00. 3) One hundred seventy (170) garbage can racks in Oxford neighborhood for approximately $5,400.00.	Approved and forwarded to Bob Ebert Civil City - Funding paid from Cumulative Capital Improvements.
12. Received request for funding from CD&P for Self-Help Bonus Improvements for the following 1) Nine (9) street lights in the Michigan Avenue neighborhood for approximately $8,500.00	Approved and forwarded to Bob Ebert Civil City - Funding paid from Cumulative Capital Improvements.
13. Received Water Contract 8624 - Lakes of Buckingham South, Sec. III, agreement by and between Chris Stauffer Homes, Inc., and the Fort Wayne Water Utility of the City of Fort Wayne.	Approved and forwarded to Water Engineering for their handling.
14. Received Grant of Sewer Easement and Agreement to Maintain Sewers for Woodbridge Apartments of Fort Wayne II.	Approved and copy herein incorporated.
15. Received recommendation from Water Eng. Dept. that we accept Norwood-Houser Res. #1028-83 as part of the City's integral water system.	Approved and acceptance letter sent to Scheidleman Excavating.
16. Received recommendation from Water Eng. Dept. that we accept Lincoln Village, Sec. II Water Contract 8607 as part of the City's integral water system.	Approved and acceptance letter sent to Geiger Developing, Inc.
17. Received report from Street Engineering regarding petition for proposed curbing, walks and street lights on 1100 and 1200 block W. Oakdale Drive from Broadway to Beaver Avenue.	
18. Received recommendation from WPC Eng. to accept into the city's integral sewer system Res. 897-85, St. Joe Road Pump Station Elimination.	Approved and acceptance letter sent to Land Excavating, Inc.
19. Received recommendation from WPC Eng. to accept into the city's integral sewer system, Res. 325-83, Elkridge Addition Sanitary Sewer.	Approved and acceptance letter sent to Butler & Butler.
20. Received recommendation from WPC Eng. to accept into the city's integral sewer system Southwest Interceptor - Phase II, Res. 408-1985	Approved and acceptance letter sent to Bercot, Inc.
21. Received petition for street lighting in front of Goeglin's, Inc. at 7311 Maysville Road.	Approved and forwarded to St. lighting for investigation.

22. Received one application for Taxi Cab License. — Approved.

23. Auto Truck, Inc. requested Board's approval to proceed with construction of on-site building sewer and to pay area connection fees for said area when Board establishes those fees. — Approved.

Meeting adjourned at 9:45 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Thursday, October 16, 1986

Department of Public Works & Safety
Office of the Board
Third Flcor Conference Room, City-County Building
Hearing held at 3:00 p.m. and 3:30 p.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

1. PUBLIC HEARING - Notice to property owners Res. 1036-86 Amended Water Main Improvement for construction of a system of water mains, in and along Ludwig Park Drive, from the east property line of Lot 45, eastward to the west property line of Lot 35, Ludwig Park Addition.

   Confirmed. Ordered Water Eng. to proceed with plans and specifications.

2, PUBLIC HEARING - Notice to property owners Res. 1037-86 Amended Water Main Improvement for construction of a system of water mains in and along Province and River Park Drive in Concordia Gardens.

   Confirmed. Ordered Water Eng. to proceed with plans and specifications.

Meeting adjourned at 4:00 p.m.

H. James Haley
H. James Haley, Acting Director

Cosette R. Simon
Cosette R. Simon, Member

Lawrence D. Consalvos
Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, October 22, 1986

Department of Public Works & Safety
Office of the Board
Third Floor Conference Room, City-County Building
Meeting held at 9:00 a.m.

H. James Haley, Acting Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

1. Receive bids - Water Contract 86-05, Service Tap Installations. — No bids received. To be readvertised.

2. Receive bids for Vacant Lot at 1423 Dubois Street. — Bid accepted.

   Bid received from Hanna Brothers Drywall & Painting, Inc. - $500.00.

3. Received pay request #1 for Res. 421-86, Oswego Sanitary Sewer Line Repair from Bercot, Inc. in the amount $17,780.40. — Approved and forwarded to City Utilities to be charged to Work Order #73155.

4. Received partial payment #3 in the amount of $12,952.25 from Land Excavating, Inc. for work performed on Miami Village Storm Sewer Separation, Resolution #420-86 - Phase II. — Forwarded to City Utilities Accounting to be charged to W. O. 73090.

5. Received pay request from HNTB, Invoice #7, for engineering services in connection with the Digestion Facilities Improvements, per their contract dated July 30, 1986, $8,460.00. — Approved and forwarded to City Utilities for payment.

6. Received pay request from HNTB, Invoice #14, for engineering services in connection with the evaluation of Terminal Pond #3 Dike. This is in the amount of $733.34, and is in accordance with letter of Authorization dated July 29, 1986. — Approved and forwarded to City Utilities for payment.

7. Received pay request Invoices #12 & 13 from HNTB for evaluation services related to the evaluation of centrifuges for sludge thickening. This is in the amount of $8,638.89 per general consulting services agreement accepted Oct. 31, 1984, services for June 21 through July 18, 1986. — Approved and forwarded to City Utilities for payment.

8. Received City Utilities Invoices from Transportation Engineering for Technical Services Labor on Street Engineering projects as follows: — Approved and forwarded to Bob Ebert, Civil City to be paid from LR&S Account Fund 138.

LOC 0005		
St. Joe Rd.	Invoice 609 T 1007	$675.00
LOC 0017		
Bluffton Rd.	Invoice 609 T 1021	7,290.00
Bluffton Rd.	Invoice 609 T 1042	7,537.50
LOC 0044		
Maplecrest Road	Invoice 609 T 1020	1,185.00
		16,687.50

9. Received City Utilities Invoices from Transportation Engineering for Technical Services Labor on Street Engineering projects as follows. — Approved and forwarded to Bob Ebert, Civil City to be paid from 1986 Bond Issue Funds. This is per Work Order 10623 per B. O. 158-86.

   Invoice 508 T 897. - $780.00

10.	Received City Utilities Invoices for Techinical Services labor on street construction at the Cook Road Industrial Park Project (Summit Park). Invoice 605 T 524 $172.50	Approved and forwarded to Bob Ebert to be paid from Utility Funds.
11.	Received agreement from Bonar & Associates (modified) for engineering services for storm/sanitary sewer improvements on projects designated as follows: 1) Liberty Drive/Waynedale Drainage Improvements 2) Oakdale Neighborhood Drainage Improvements 3) Fairfield Avenue Sanitary Sewer 4) Rolling Rose Neighborhood Drainage Improvements	Approved. Copy on file in vault.
12.	Received contract executed by owners of Versaille Village for the installation of an underground ornamental street lighting system.	Approved and copy herein incorporated. Copy sent to owner Zohrab K. Tazian.
13.	Received resolution authorizing of transfer of property to Redevelopment described as follows: the West 90' of N 61.5' of Lot #1, Anthony Hiblers Addition to the City of Fort Wayne.	Approved and copy herein incorporated.
14.	Received Water Contract #7722, Concord Hills Addn., Section I, W. O. 63374, from North Eastern Construction Company.	Approved and forwarded to Water Engineering for their handling.
15.	Received Water Contract #8625, Summerfield, Sec. IV, from Left Guard, Inc., W. O. 63957.	Approved and forwarded to Water Engineering for their handling.
16.	Received Water Contract #8626, Shannonside, Sec. II from Windsor, Inc., W. O. 63956.	Approved and forwarded to Water Engineering for their handling.
17.	Received Sewer Construction Permit for Windsor Woods, Section III, from Zohrab K. Tazian, Liberty Const. Inc., Contractor. Also received Sewer Extension Agreement for same.	Approved and B. O. 244-86 assigned. Forwarded to WPC Eng. for their handling.
18.	Received agreement between Shive Nursing Center Inc. and Board of Public Works which is their share accepting their cost of $6100.00 for necessary work for cleaning work along with other work that is required by the City for Lawrence Drain Improvement	Approved and forwarded to Shive Nursing Home for their acceptance.
19.	Received agreement between Z. K. Tazian Associates, Inc., 345 W. Wayne St., Ft. Wayne, IN 46802, and City whereas Tazian intends to make storm and/or sanitary sewer improvements on the projects designated as follows: A. Crestwood Drainage Relief B. Ardmore-Engle Sanitary Sewer C. Wildwood Park Storm Sewer D. Purdue-Stanford Intersection Storm Relief.	Approved and copy on file in vault.
20.	Received for Board approval Improvement Resolution for Street or Alley No. 6062-86 - 1986 Asphalt Resurfacing Program Fourth Package.	Approved and adopted. Copy herein incorporated. Advertise Notice to Contractors Oct. 24 & 31 with date to receive bids on November 12, 1986.
21.	Received for Board approval Improvement Resolution for demolition of Hanna School Building.	Approved and adopted. Copy herein incorporated. Advertise Notice to Contractors Oct. 24 & 31 with date to receive bids on November 12, 1986.
22.	Received Taxi Cab License Applications for two applicants. One approved and one to be reviewed.	Approved.
23.	Received Resolution for Board approval whereas be it resolved that the proposed Agreement by and between City and Fort Wayne-Allen County Airport Authorityis hereby ratified and approved. The members of the Board are hereby empowered and authorized to execute such Agreement.	Approved and copy herein incorporated.

24. Received Resolution for Board adoption regarding St. Joseph Medical Center for partial vacation of Berry Street, bounded on the east by Broadway St. and bounded on the west by Van Buren Street. Also received Agreement for same.

Approved and copy herein incorporated.

25. Received Resolution for Board approval being resolved that the Board does hereby ratify, authorize and approve the transfer of real estate to Redevelopment .

Approved and copy herein incorporated.

Meeting adjourned at 9:45 a.m.

H. James Haley, Acting Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

Wednesday, October 29, 1986

Department of Public Works & Safety
Office of the Board
Third Floor Conference Room, City-County Building
Meeting held at 9:00 a.m.

Baron R. Biedenweg, Director
Cosette R. Simon, Member
Lawrence D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS — AWARD CONTRACT Wed. Nov. 5, 1985

   Resolution 86-06 - Kirkwood Park Water Main

BERCOT, INC.	$87,484.50
JOHN DEHNER, INC.	$88,619.00
SCHEIDLEMAN EXC.	$68,217.50
T-G EXCAVATING	148,438.25
TOMCO CONST.	77,570.00
Engineer's Estimate	84,731.25

2. Received a partial payment from All Star Const. Company from All Star Construction & Excavating, Inc. for work performed on Res. 417-85, Old Mill Road, in the amount of $121,931.70. Further $6,417.46 should be deposited in Escrow Account - Summit Bank. — Approved and forwarded to Bob Ebert, Civil City Accounting to be paid from the Fort Wayne Sewer Relief Funds.

3. Received pay request #1 for Res. 898 -85, Doenges Drive Sanitary Sewer Project from All Star Const. in the amount of $12,224.69. — Approved and forwarded to Betsy Meyer to be paid from Revolving Barrett Law Fund.

4. Received request from City Plan Commision, whereas St. Joseph Hospital of Fort Wayne, Inc, d/b/a/ St. Joseph Medical Center of Fort Wayne petitioned to hold a public hearing upon the vacation of portion of Broadway Street on the east to Van Buren Street on the west. — Approved and Res. 76-140-4 adopted. Copy forwarded to City Plan for their handling.

5. Received invoice from Hipskind Concrete Corporation in the amount of $15,178.36 for Resolution No. 6043-86 - Fairfield NSA'86. — Approved and forwarded to CD&P Accounting to be charged to Appropriation #1-72-008-FFC-24-431.

6. Received Completion Affidavit, Maintenance Bond, Partial Payment #1 and Final Payment request for Contract 85-W-5, Maplecrest Tank Cathodic Protection, from Wallace & Tiernan as follows: — Approved and forwarded to City Utilities Accounting to be charged to Work Order 63872.

   $3,821.00 - for Partial Payment #1
   3,820.00 - for final Payment

7. Received Invoice No. 6976 and Certificate of Claim from North Eastern Construction Co., Inc. in the amount of $1,420.00 for oversizing of pipe on Water Contract 8607, Lincoln Village, Sec. II. — Approved and forwarded to City Utilities Accoungting to be charged to Work Order 63911.

8. Received pay request #2 - Subagreement 3 for Infrastructure Management System - Phase II from Camp Dresser & McKee Inc. in the amount of $4,760.00. — Approved and forwarded to City Utilities Accounting.

9. Received invoices from Carl E. O'Neal, Transportation Engineering for engineering services performed on Community Development and planning projects totaling $3,803.60.

Approved and forwarded to CD&P for payment.

10. Received from Transporation Engineering invoices in the amount of $11,745.00 (Invoice#IC-2583) and $7,715.25 (Invoice #IC2684) from Clyde E. Williams and Associates for Roadway Lighting Consultant Preliminary Engineering Sercies per agreement dated 3/12/86.

Approved and forwarded to Bob Ebert - Civil City Accounting to be paid from LR&S Account #138-972-0045-4431.

11. Received City Utilities invoices for engineering and technical services for the following:

Approved and paid from Storm Sewer Relief funds - Bob Ebert - Civil City Acctg.

Paulding Rd. - Old Decatur Rd. emergency repairs

Land Inc.	33,494.00
Blue Print Rm.	85.51
Engineering 143.5 143.5 hours	2,920.98
Tech. Services 98 hours	1,754.39
	38,255.39

Smith Street Storm Sewer Improvement

Engineering 28 hours	541.80

College Park Sec. 2 - Storm Sewer

Engineering 16 hours	361.16
Postage	1.17
	362.32

12. Received executed copy of Notice to Proceed for Lawrence Drain Res. 425-86, Phase II, from Spears Dehner.

Approved.

13. Received Sewer Construction Permit from The Skinner-Broadbent Const Co., for "The Shoppes, 4740 Coldwater Rd., Contractor Lengacher Excavating.

Approved and B. O. 247-86 issued.

14. Received Sewer Construction Permit from Ambassaor Builder's for Yardley Manor, Sec. II 1986, Contractor Leininger Excavating, Inc.

Approved and B. O. 246-86 issued.

15. Received Sewer Construction Permit from Peter T. Papagiannis for Goshen Road Sanitary Sewer, Bercot-Gibson Const. Co., Inc., Contractor.

Approved and B. O. 248-86 issued.

16. Received Sewer Construction Permit from David R. & Terry A. Kowalcyzk for 6648 Maplecrest Road Sanitary Extension, T-G Excavating, Contractor.

Approved and B. O. 249-86 issued.

17. Received Street lighting petition for Monroe Street.

Approved and forwarded to Neighborhood Improvement Department for their investigation.

18. Received three applications for taxi cab cab permits.

Approved.

Meeting adjourned at 9:30 a.m.

Baron R. Biedenweg, Director

Cosette R. Simon, Member

Lawrence D. Consalvos, Member

ATTEST: Helen V. Gochenour
Helen V. Gochenour, Clerk

VERNON McMILLAN Inc
SYRACUSE, N.Y.
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